

**AGENDA**  
**Cascade Charter Township Planning Commission**  
**Monday, August 7, 2017**  
**7:00 pm**  
**Cascade Library Wisner Center**  
**2870 Jacksmith Ave. SE**

- ARTICLE 1.      **Call the meeting to order**  
                  **Record the attendance****
- ARTICLE 2.      **Pledge of Allegiance to the flag****
- ARTICLE 3.      **Approve the current Agenda****
- ARTICLE 4.      **Approve the Minutes of the July 17, 2017 meeting****
- ARTICLE 5.      **Acknowledge visitors and those wishing to speak to non-agenda items.**  
                  **(Comments are limited to five minutes per speaker.)****
- ARTICLE 6.      **Case # 16-3309 Reibel PUD-Redwood**  
                  **Property Address: 6370 28<sup>th</sup> Street SE**  
                  **Requested Action: To consider approval of preliminary P.U.D amendment to**  
                  **include 61 new apartments.****
- ARTICLE 7.      **Case # 17-3391 Town Center Inn & Suites**  
                  **Property Address: 4834 & 4888 Town Center Drive SE**  
                  **Requested Action: The Applicant is requesting site plan approval for two new**  
                  **hotels at 4850 and 4888 Towns Center Dr.****
- ARTICLE 8.      **Case # 17-3392 Freedom Reins Farm**  
                  **Property Address: 8585 52<sup>nd</sup> Street SE**  
                  **Requested Action: The Applicant is requesting to develop 13 detached single**  
                  **family site condominium project.****
- ARTICLE 9.      **Case # 17-3395 Remark Real Estate PUD rezoning**  
                  **Property Address: 5039 28<sup>th</sup> Street SE**  
                  **Requested Action: The Applicant is requesting to rezone the property to a**  
                  **Planned Unit Development to allow two separate buildings.****
- ARTICLE 10.     **Any other business****
- ARTICLE 11.     **Adjournment****

**Meeting Format**

- |   |   |
|---|---|
| <b>1. Staff Presentation</b>  | <i>Staff report and recommendation</i>  |
| <b>2. Project presentation-</b>   | <i>Applicant presentation and explanation of project</i>                      |
| <b>a. PUBLIC HEARINGS</b>   |   |
| <b>i. Open Public Hearing.</b>  | <i>Comments are limited to five minutes per speaker; exception</i>            |
| <b>ii. Close public hearing</b>   | <i>may be granted by the chair for representative speakers and applicants</i> |
| <b>3. Commission discussion – May ask for clarification from applicant, staff or public</b> |   |
| <b>4. Commission decision - Options</b>   |   |
| <b>a. Table the decision</b>  | <i>d. Approve with conditions</i>   |
| <b>b. Deny</b>  | <i>e. Recommendation to Township Board</i>                                    |
| <b>c. Approve</b>   |   |

**MINUTES**  
Cascade Charter Township  
Planning Commission  
Monday, July 17, 2017  
7:00 P.M.

**ARTICLE 1.** Vice Chairman Sperla called the meeting to order at 7:00 P.M.  
Members Present: Katsma, Lewis, Mead, Pennington, Rissi, and Robinson  
Members Absent: Williams  
Others Present: Community Development Director, Steve Peterson and those listed on the sign in sheet.

**ARTICLE 2.** Pledge of Allegiance.

**ARTICLE 3.** Approve the current Agenda.

Motion was made by Member Mead to approve the Agenda. Supported by Member Rissi. Motion carried 7 to 0.

**ARTICLE 4.** Approve the Minutes of the June 19, 2017 Meeting.

Motion was made by Member Lewis to approve the Minutes as written. Supported by Member Robinson. Motion carried 7 to 0.

**ARTICLE 5.** Acknowledge visitors and those wishing to speak to non-agenda items.

No visitors who were present wished to speak about non-agenda items.

**ARTICLE 6.** Case #17:3389 Waterfall Shoppes, LLC  
Public Hearing

Property Address: 5070 28<sup>th</sup> Street SE

**Requested Action:** The Applicant is requesting to amend the sign plan in the P.U.D. Ordinance to allow for a larger pylon sign along 28<sup>th</sup> Street in exchange for a small monument sign.

Director Peterson stated that the Applicant is requesting Preliminary Plan Review in order to amend the existing P.U.D. to allow for changes to the sign plan.

Developed in 2004, the Waterfall Shoppes project underwent a lengthy review for signage. The end result included a review board and an approved sign plan. The Applicant is now asking to increase the Western pylon sign along 28<sup>th</sup> to accommodate a new user. In exchange, they would give up some of the internal signage.

Initially, the reasoning for this project was to protect the view along 28<sup>th</sup> Street and allow some flexibility in the interior of the project. With the large size of the project, larger signs in the interior of the project made sense, provided they were not that visible from 28<sup>th</sup> Street. Two nearby developments were also used for comparison and consistency. These projects were the Meijer development and P.U.D. #30 (Baby's R Us).

These sites had some similar characteristics and provided some standards that had already been accepted.

Two larger pole signs are permitted along 28<sup>th</sup> Street. These signs were permitted as 95 sq. ft. and 155 sq. ft., respectively. The idea was to allow two signs with no more than 250 sq. ft. total.

In addition to the pylon signs, we also allowed individual monument signs for the restaurant pads. Since these sites would have no signage on the tall pole signs, it was felt that a sign for them would not be out of line. These signs would be permitted under the same rules as the signs permitted in the B-1 Zoning District. The wall signs for these buildings would also conform to the standards of the B-1 Zoning District.

The change being requested would allow an increase in the 95 sq. ft. sign to 120 sq. ft., thus allowing a total of 275 sq. ft. in total for pylon signage.

The sign Applicant would like to expand has an existing real estate panel on it. This could easily be converted into advertising space with no need to expand the sign. One commercial real estate sign per parcel is already permitted and could be done to accommodate the change to the pylon sign.

Special consideration was given to the site for the allowance of other signs in the interior of the site. Multiple directional signs are allowed, as well as three other large monument signs a total of 15 feet high at a total of 100 sq. ft. each. It was felt these were appropriate, because these signs were lower and they would be difficult to see from the road yet could provide the needed messages and good traffic direction for the project. The change requested would reduce the size of one of these large interior monument signs to 50 sq. ft. instead of 100 sq. ft.

Director Peterson requests that this request for additional pylon signage be denied. The additional signage is contrary to the original intent of the P.U.D. agreement by increasing signage out by the road and decreasing the internal signage. The existing pylon can be converted to advertising space with the removal of the real estate sign.

Director Peterson did note that he would look more favorably on a request that increases wall signage or interior signage over increasing pylon signage.

Vice Chairman Sperla asked the Applicant to come forward with any comments.

Mr. Finkelstein came forward to further explain the reasoning behind his request, which was that he never anticipated that more businesses would not be satisfied with wall or interior monument signs, but would want permanent pylon signage.

A brief discussion followed.

**Motion was made by Member Pennington to open the public hearing. Supported by Member Robinson. Motion was carried 7 to 0.**

No one from the public came forward.

**Motion was made by Member Rissi to close the Public Hearing. Supported by Member Lewis. Motion carried 7 to 0.**

**Motion was made by Member Lewis to deny Applicant's request to amend the sign plan in the P.U.D. Ordinance to allow for a larger pylon sign. Supported by Member Robinson. Motion carried 7 to 0.**

**ARTICLE 7. Case #16:3390 East Imports**

**Property Address: 6095, 6115, 6143 28<sup>th</sup> Street SE & 6120 Charlevoix Woods Ct.**

**Requested Action:** The Applicant is requesting basic plan review to expand P.U.D. 67 (East Imports) for a new parking lot.

Director Peterson stated that Applicant is requesting a Basic Plan Review in order to expand the existing P.U.D. The expansion would accommodate a new parking lot for the automotive dealer. The plans are a little confusing, as they show the parcels on 28<sup>th</sup> St. as one parcel and the plans do not show the parcel with the new parking lot being combined to the existing dealer. The cleanest way to do this expansion would be to leave the parcels the way they are today and simply combine the new parking lot to the existing dealer and leave the buildings on 28<sup>th</sup> Street alone. The project does maintain the emergency vehicle connection from Charlevoix Woods Ct. to 28<sup>th</sup> Street.

The Township Engineer will need to approve the storm water plan for the new parking lot.

The new parking lot does not meet our interior parking lot landscaping requirements, but we did not apply that to the existing car storage area either.

Extra effort was put into the plan to try to ensure the integrity of the Master Plan by not using any of the property North of the "old" B2 zoning line for anything other than storm water/landscaping and parking, since these activities could occur with other permitted uses in P.U.D. 58. If rezoned to allow for the expansion, the remaining portion of the P.U.D. 58 will still provide the transition that the community residential designation calls for and would not cause a conflict with the residential uses to the North.

Director Peterson recommends the following before proceeding to the Preliminary Development Plan Review (Public Hearing):

1. Maintain the existing parcels for the buildings on 28<sup>th</sup> St.;
2. Show the new parking area combined to the dealership parcel;
3. Storm water approved by Township Engineer; and
4. Provide a copy of the emergency access easement.

Vice Chairman Sperla asked the Applicant to come forward with any comments.

Brandon Simon of Nederveld came forward on behalf of Applicant. Mr. Simon gave a brief overview and explanation of the project.

Discussion followed mostly concerning drainage, joinder of two parcels, lighting and landscape buffers.

Mr. Rothell came forward on behalf of Green Castle Properties to assure that there should be no problem with joining the existing dealer to the new parking lot to create one parcel.

No action was required of the Planning Commission at this time, however, they did recommend that before this could go to public hearing, Applicant should address Director Peterson's four recommendations listed above, while adding a fifth recommendation that addresses lighting and landscape buffering for any nearby residential neighborhoods.

**ARTICLE 8. Case # 17-3363 Christian Brothers Automotive – Meijer P.U.D. Amendments**

**Property Address: 5411 28<sup>th</sup> Street**

**Requested Action:** Recommendation to the Township Board for approval of the P.U.D. Amendment and site plan.

Director Peterson stated that at Public Hearing on June 19, 2017, the Planning Commission awarded preliminary approval of the site plan and instructed staff to write the P.U.D. amendment for the project. The P.U.D. Ordinance has been reviewed by Applicant and addresses all of their comments, as well as the approval from June 19, 2017.

Director Peterson recommended that the Planning Commission forward a positive recommendation to the Township Board for approval of the P.U.D. amendment and site plan.

Vice Chairman Sperla asked if the Applicant would like to come forward.

Mr. Manion of Progressive AE, on behalf of Applicant, did come forward to simply answer any questions should there be any. There were none.

**Motion was made by Member Rissi to send a positive recommendation to the Township Board for approval of the P.U.D. amendment and site plan. Supported by Member Mead. Motion carried 7 to 0.**

**ARTICLE 9. Building Department Question & Answer regarding change in use.**

Mr. Brian Wilson, of Cascade Township's Building Department, came forward to answer any questions the Planning Commission may have with regard to a change in use of a building.

**ARTICLE 10. Any other business**

It was noted by Vice Chairman Sperla and Director Peterson that a new member will be joining the Planning Commission – Mr. Phil Johnson.

**ARTICLE 11. Adjournment.**

**Motion was made by Member Robinson to adjourn. Supported by Member Pennington. Motion carried 7 to 0. The meeting was adjourned at 8:00 p.m.**

Respectfully submitted,  
Scott Rissi, Secretary

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## MEMORANDUM

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**To:** Cascade Charter Township Planning Commission  
**From:** Steve Peterson, Community Development Director  
**Subject:** Case #16-3309/Reibel PUD-Redwood  
**Meeting Date:** **August 7, 2017**

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Attached to this memo is the original staff report from August of 2016. At that meeting you tabled the project until the Township Engineer approved the plan. Along with the original staff report is the review from the township engineer. You also held the public hearing at the 2016 meeting. The meeting minutes are in the packet as well.

#### Staff Recommendation

Approve the amended plan to include the new apartments. If approved, staff will prepare the PUD Ordinance for your consideration and recommendation to the Township Board.

#### Attachments:

Original staff report  
Minutes from August 2016 meeting  
Township engineer report  
Site plan

**STAFF REPORT**

TO: Cascade Charter Township Planning Commission  
FROM: Steve Peterson, Community Development Director  
REPORT DATE: July 13, 2016  
MEETING DATE: August 8, 2016  
CASE: #16-3309/Riebel PUD-Redwood

**GENERAL INFORMATION**

- A. **Applicant:** Redwood USA LLC
- B. **Status of Applicant:** Developer
- C. **General Location:** South side of 28<sup>th</sup> St just west of Thornhills.
- D. **Requested Action:** Preliminary Plan Review to amend the Riebel development to allow 60-unit apartment complex.
- E. **Existing Zoning on Subject Parcels:** Riebel development P.U.D.
- F. **Zoning on Adjoining Parcels:**  
N – B2  
S – PUD 39  
E – B2  
W – PUD 39
- G. **Parcel Size:** Approximately 10.2 acres
- H. **Existing Land Use on Subject Parcel:** Vacant/office
- I. **Adjacent Area Land Uses:**  
North - Commercial  
East - Office  
South - Multi-family residential  
West - Commercial

**STAFF ANALYSIS**

- A. The applicant is requesting Preliminary Plan Review in order to construct a 60- unit apartment complex and one manager unit.
- B. The original project allowed for the area behind Pizza Hut, Macatawa bank and Culvers to be developed into a mix of office, restaurant and retail. That portion of the project has never been done. They are now asking to modify the PUD to allow the multifamily development.
- C. This is the same developer who put the project in on the north of WalMart. They would essentially like to copy that project in this new location. That project was not only successful for the applicant but the township has not received any complaints regarding the project.
- D. The original office mix use project allowed for up to approximately 120,000 sq ft.
- E. One of the design elements of the Riebel Development PUD was to increase pedestrian non-motorized connections into and throughout the development. They have provided access throughout the site for pedestrian including access to the east and north to 28<sup>th</sup> St.
- F. As with all of our residential projects they will have to provide a written discloser about being near the airport
- G. The current Master Plan designation for this property is Mixed Use. This designation is a reflection of the uses that are already there and suggests that residential uses would be in the range of 6-8 units per acre. This project does would be consistent with the master plan. The development is proposed at 6 units per acre.
- H. The current traffic count in the area is about 19,000. Generally a 5 lane road has capacity for about 35,000. The development already has access to the east to get to Thornhills and access is also planned to the west but that will only be developed when the adjoining property owner to the west is required to provide access.
- I. The project is still being reviewed by the Township Engineer. Although it does not appear that any of the issues won't be able to be addressed, the applicant has yet to answer all of their concerns. Therefore the applicant has asked us to table the matter until they are ready

**Standards**

Section 16.03 of the Zoning Ordinance requires that a Planned Unit Development must demonstrate that:

Standard	Staff Comment
Granting of the Planned Unit Development rezoning will result in a recognizable and substantial benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved.	The property is already zoned PUD. The changes they are asking for are consistent with the master plan but require the amendment to the PUD since no residential use was originally permitted.

In relation to underlying zoning, the proposed type and density of use shall not result in a material increase in the need for public services, facilities and utilities, and shall not place a material burden upon the subject or surrounding land or property owners and occupants or the natural environment	The type of use and density is consistent with the master plan would not result in a material increase in the need for public services.
The proposed development shall be compatible with the General Development Plan of the Township, and shall be consistent with the intent and spirit of this Chapter	The project is consistent with the master plan
In relation to underlying zoning, the proposed development shall not result in an unreasonable negative economic impact upon surrounding properties	The underlying zoning/use of the area is commercial and the amendment to allow the residential use would not result in an unreasonable negative economic impact
The proposed development shall contain at least as much green area and usable open space as would otherwise be required by this Ordinance with respect to the most dominant use in the development	Although we don't require landscape buffers of residential projects. This plan is very similar to the commercial plan in terms of buffers. The development contains landscaping along the edges and has a large buffer the in the rear of the lot.
The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance. This provision shall not prohibit a transfer of ownership or control, upon due notice to the Planning Director of the Township	Although there are other owners in the PUD, this project only involves one property in the PUD.

**Staff Recommendation**

Staff recommends holding the public hearing and tabling your decision until the Township Engineer is satisfied that they have addressed his concerns. Once the engineer is satisfied it will come back to the Planning Commission for a decision.

**ATTACHMENTS:**

- APPLICATION
- SITE PLAN
- EMAIL FROM APPLICANT REQUESTING TO DELAY THE PROJECT

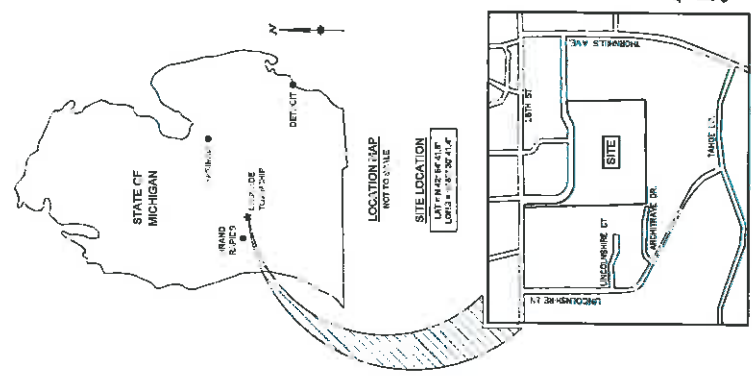




# SITE DEVELOPMENT PLANS FOR BAYBERRY CHASE APARTMENTS CASCADE TOWNSHIP KENT COUNTY, MICHIGAN

CIVIL	DESCRIPTION
01P	CONTRACT
02P	GENERAL NOTES
03P	EXISTING CONDITIONS AND EXISTING UTILITIES
04P	EXISTING UTILITIES
05P	EXISTING UTILITIES
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LOCATION: CITY OF GRAND RAPIDS, 1000 WEST MAIN STREET, GRAND RAPIDS, MI 49503



**PROPERTY DATA:**  
 PROJECT NAME: BAYBERRY CHASE APARTMENTS  
 ADDRESS: 1000 WEST MAIN STREET, GRAND RAPIDS, MI 49503  
 OWNER: BAYBERRY CHASE APARTMENTS, LLC  
 ENGINEER: [Name]  
 DATE: [Date]

**BENCH MARK:**  
 THE BENCH MARK IS THE CORNER OF THE INTERSECTION OF THE MAIN STREET AND WEST MAIN STREET IN GRAND RAPIDS, MI. THE BENCH MARK IS A CONCRETE PIPER WITH A DIAMETER OF 12 INCHES AND A HEIGHT OF 12 INCHES. THE BENCH MARK IS LOCATED AT THE CORNER OF THE INTERSECTION OF THE MAIN STREET AND WEST MAIN STREET IN GRAND RAPIDS, MI.

**UTILITY COMPANIES:**  
 GRAND RAPIDS WATER & SEWER DEPARTMENT  
 GRAND RAPIDS ELECTRIC DEPARTMENT  
 GRAND RAPIDS GAS DEPARTMENT

**STANDARD DRAWINGS:**  
 THE STANDARD DRAWINGS FOR THIS PROJECT ARE THE STANDARD DRAWINGS FOR APARTMENT DEVELOPMENT IN GRAND RAPIDS, MI. THE STANDARD DRAWINGS ARE THE STANDARD DRAWINGS FOR APARTMENT DEVELOPMENT IN GRAND RAPIDS, MI.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/2023
2	ISSUED FOR PERMIT	10/15/2023
3	ISSUED FOR PERMIT	10/15/2023
4	ISSUED FOR PERMIT	10/15/2023
5	ISSUED FOR PERMIT	10/15/2023
6	ISSUED FOR PERMIT	10/15/2023
7	ISSUED FOR PERMIT	10/15/2023
8	ISSUED FOR PERMIT	10/15/2023
9	ISSUED FOR PERMIT	10/15/2023
10	ISSUED FOR PERMIT	10/15/2023

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 800.487.4874  
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**ENGINEER:**  
 [Name]  
 [Address]  
 [Phone]

**OWNER/DEVELOPER:**  
 BAYBERRY CHASE APARTMENTS, LLC  
 [Address]  
 [Phone]

**FIRE:**  
 CITY OF GRAND RAPIDS  
 [Address]  
 [Phone]

**ZONING:**  
 CITY OF GRAND RAPIDS  
 [Address]  
 [Phone]

**SEWER:**  
 CITY OF GRAND RAPIDS  
 [Address]  
 [Phone]

**WATER:**  
 CITY OF GRAND RAPIDS  
 [Address]  
 [Phone]

**GAS SERVICE:**  
 GRAND RAPIDS GAS DEPARTMENT  
 [Address]  
 [Phone]

**ELECTRIC:**  
 GRAND RAPIDS ELECTRIC DEPARTMENT  
 [Address]  
 [Phone]

**COMMUNICATIONS:**  
 GRAND RAPIDS COMMUNICATIONS DEPARTMENT  
 [Address]  
 [Phone]

**PERMITTING:**  
 GRAND RAPIDS PERMITTING DEPARTMENT  
 [Address]  
 [Phone]

**INSPECTION:**  
 GRAND RAPIDS INSPECTION DEPARTMENT  
 [Address]  
 [Phone]

**CONSTRUCTION:**  
 GRAND RAPIDS CONSTRUCTION DEPARTMENT  
 [Address]  
 [Phone]

**UTILITY:**  
 GRAND RAPIDS UTILITY DEPARTMENT  
 [Address]  
 [Phone]

**ADDITIONAL:**  
 GRAND RAPIDS ADDITIONAL DEPARTMENT  
 [Address]  
 [Phone]





















**STORMWATER NOTE:**

THE PROPOSED STORMWATER SYSTEM SHALL BE DESIGNED TO PROTECT THE APARTMENTS FROM FLOODING AND TO PROTECT THE SURROUNDING ENVIRONMENT FROM POLLUTION. THE DESIGN SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, LATEST EDITION, AND THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) REGULATIONS FOR STORMWATER MANAGEMENT. THE DESIGN SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) REGULATIONS FOR STORMWATER MANAGEMENT. THE DESIGN SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) REGULATIONS FOR STORMWATER MANAGEMENT.

**BENCHMARK:**

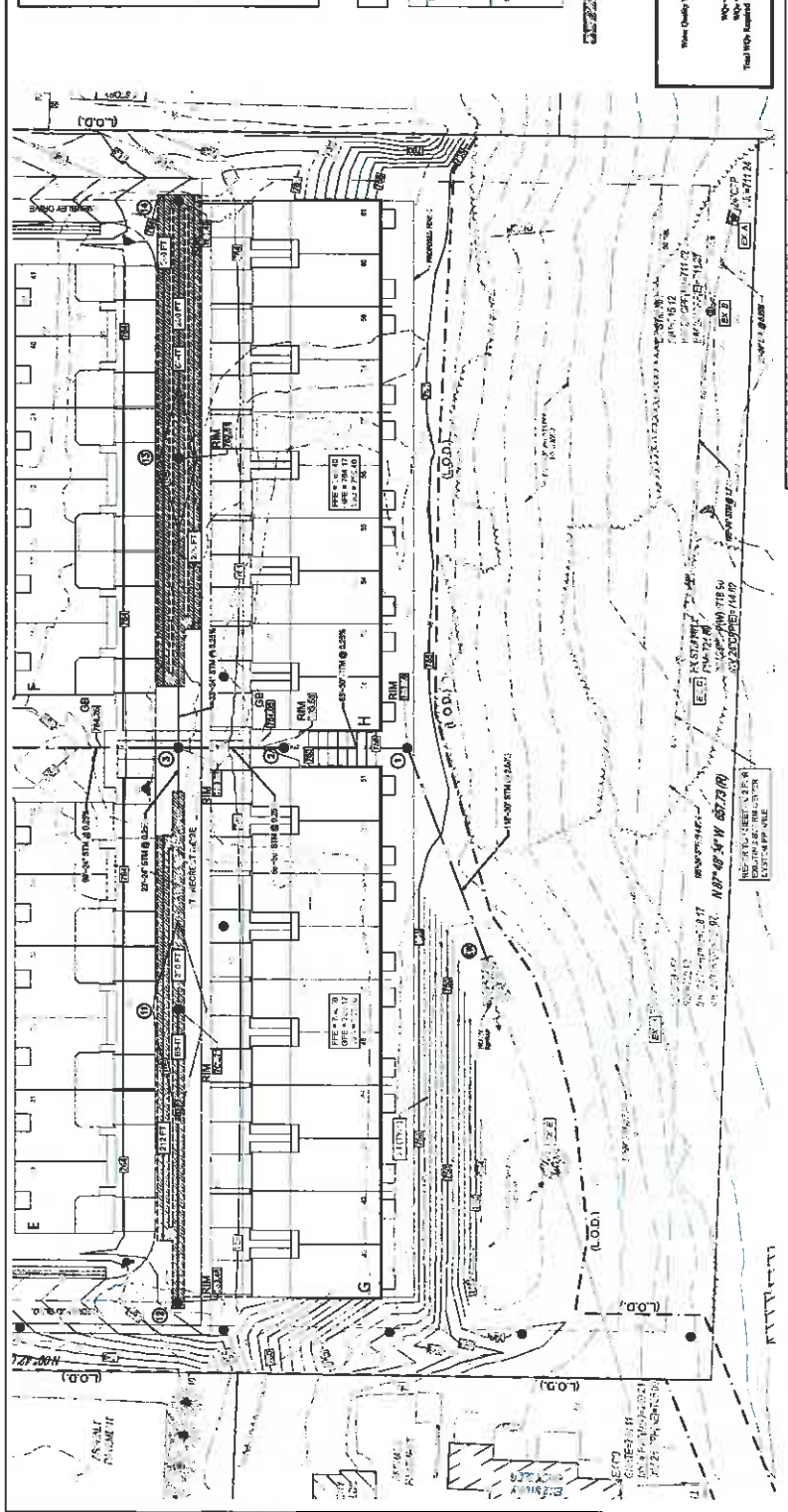
CONSTRUCTION OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) REGULATIONS FOR STORMWATER MANAGEMENT. THE DESIGN SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) REGULATIONS FOR STORMWATER MANAGEMENT. THE DESIGN SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) REGULATIONS FOR STORMWATER MANAGEMENT.

**WATER QUALITY VOLUMES:**

Flow Capacity: 1.00 cfs @ 1.00 ft depth

Flow Capacity: 1.00 cfs @ 1.00 ft depth

Flow Capacity: 1.00 cfs @ 1.00 ft depth



LINE NO.	START STA.	END STA.	PIPE DIA.	DEPTH	LENGTH	PERFORATED PIPE VOLUME	AGGREGATE STORAGE VOLUME	84\"/>
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3	0+20	0+30	18\"/>					
4	0+30	0+40	18\"/>					
5	0+40	0+50	18\"/>					
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7	0+60	0+70	18\"/>					
8	0+70	0+80	18\"/>					
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TRENCH STORAGE VOLUME = 1000.00 CU YD

**84\"/>**

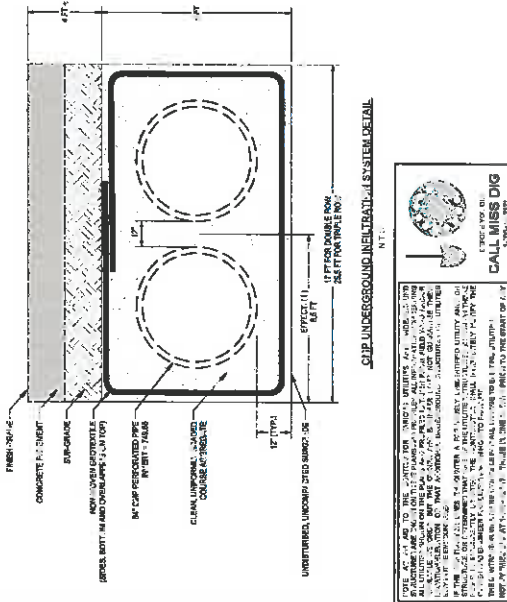
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AGGREGATE STORAGE VOLUME = 1000.00 CU YD

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**AGGREGATE STORAGE VOLUME:**

AGGREGATE STORAGE VOLUME = 1000.00 CU YD

















NO. DATE	
REVISION	

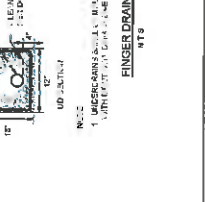
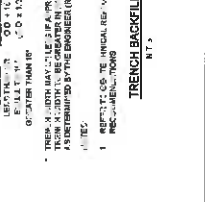
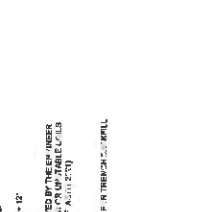
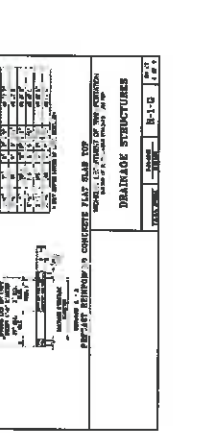
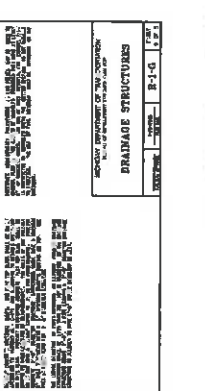
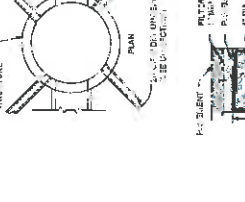
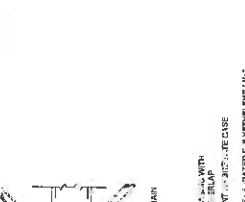
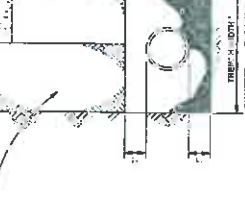
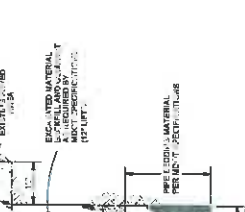
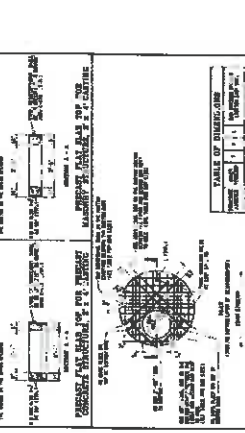
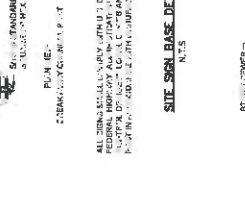
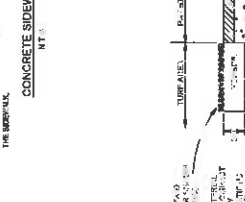
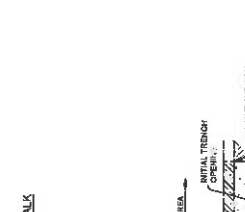
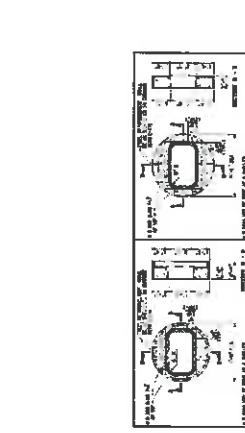
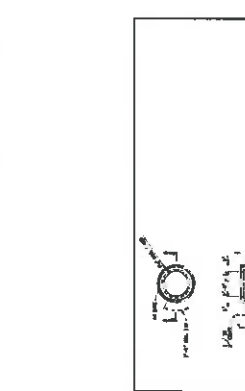
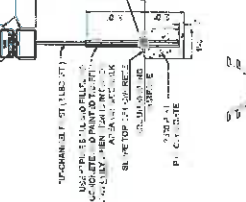
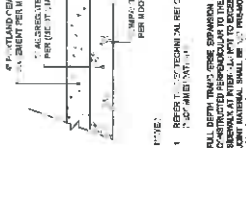
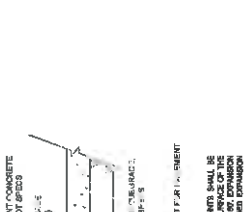
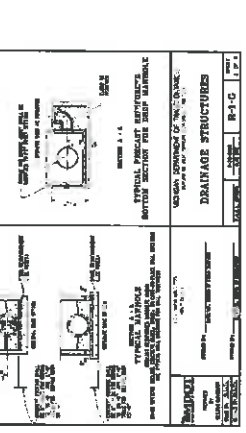
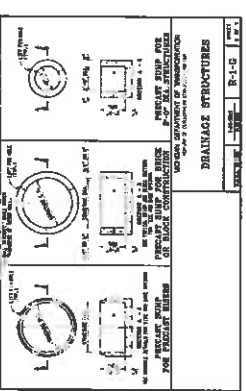
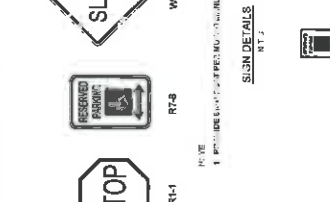
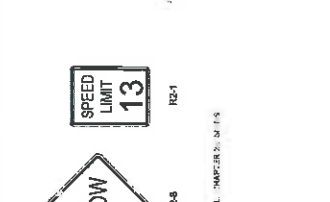
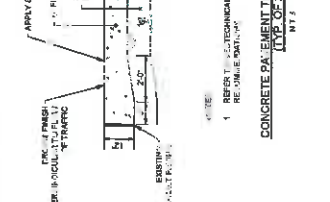
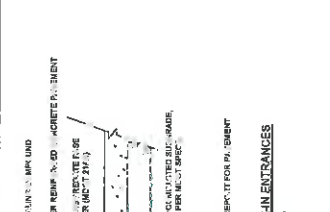
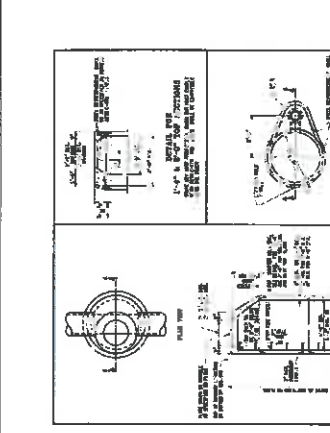
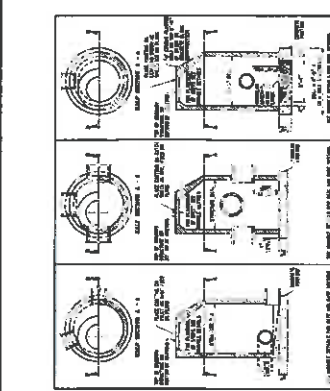


**CONSTRUCTION DETAILS**  
**BAYBERRY CHASE APARTMENTS**  
 KENT COUNTY, MICHIGAN  
 CADWAVE TOWNSHIP



**CESO**  
 www.cesoinc.com  
 305 S. BAYBERRY CHASE, SUITE 200  
 KENTWOOD, MI 49523  
 616-939-6666

ISSUE	FINAL SITE PLAN
DATE	07/15/17
JOB NO.	750102
DESIGNER	RB
DRAWN BY	RB
CHECKED BY	RB
SCALE	AS SHOWN
PROJECT NO.	17-000
DATE	07/15/17
BY	RB
DATE	07/15/17
BY	RB
DATE	07/15/17
BY	RB



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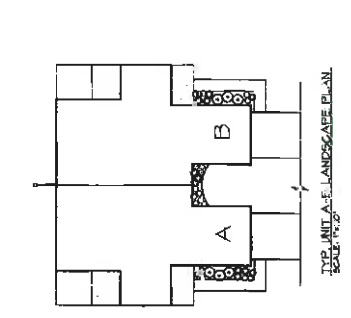
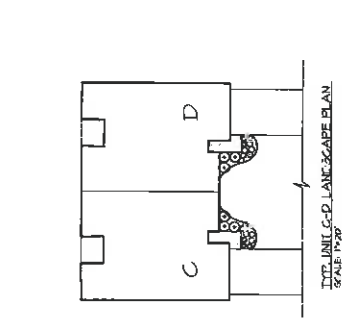
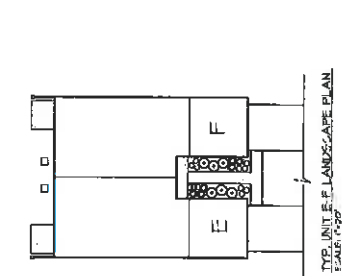
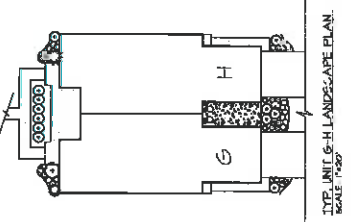
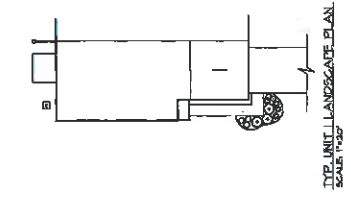
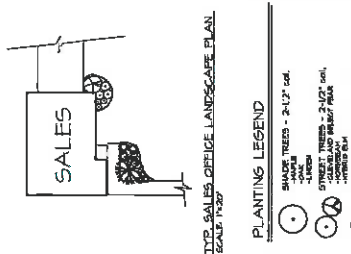
**CAVRSB & ASSOCIATES, INC.**  
 Landscape Architecture • Land Planning  
 547 E. Washington Street • Columbus, OH 43222  
 440-247-7005/440-247-7145

**BAYBERRY CHASE**  
 LANDSCAPE PLANS & DETAILS  
 CASCADE TOWNSHIP, MICHIGAN  
 RLD GOOD ACQUISITIONS, LLC  
 12775 COMMERCIAL PARK ROAD, SUITE 12, LEANINGWOOD, OHIO 44122

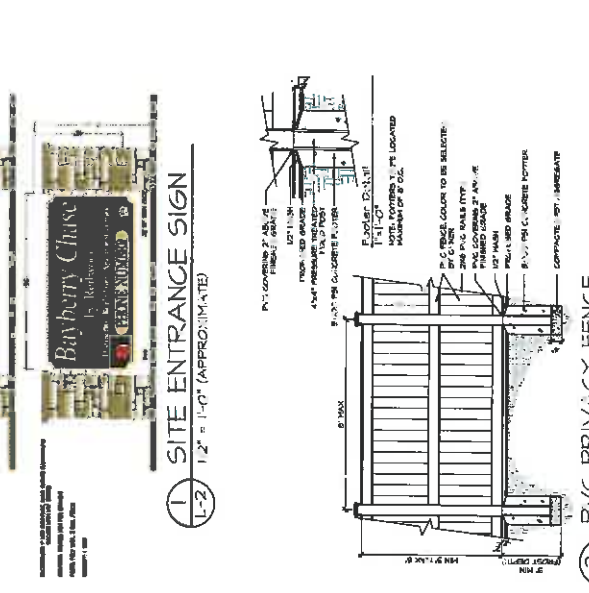
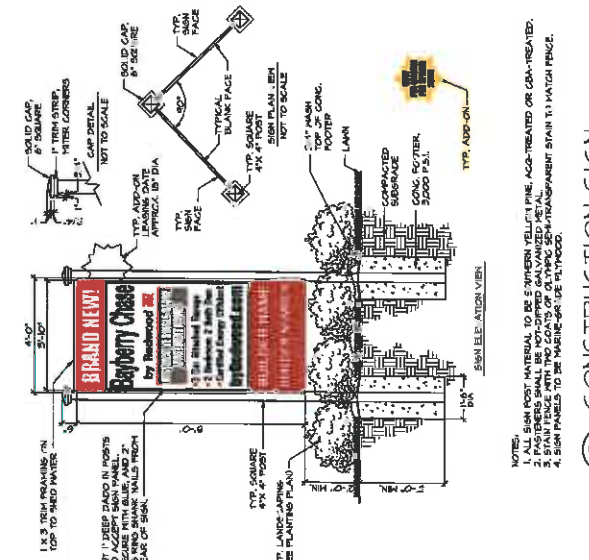
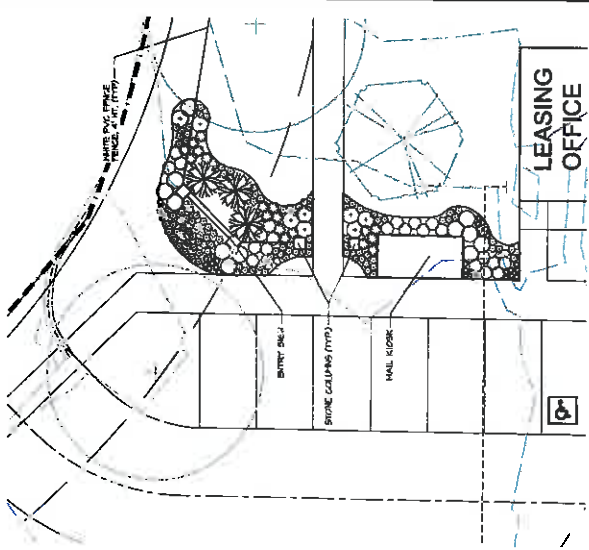
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 Drawn: JLB  
 Checked: JLB  
 Project: 14-0006  
 Sheet: L-2 of 3

Job No: 1402  
 File No: 14-0006

**L-2**  
 Sheet 2 of 3  
 10/23/2014 10:11:17 AM



- PLANTING LEGEND**
- SHADE TREES - 2-17' GA.
  - SMALL TREES - 2-10' GA.
  - ORNAMENTAL TREES - 2' GA.
  - ORNAMENTAL TREES - 3' GA.
  - ORNAMENTAL TREES - 4' GA.
  - ORNAMENTAL TREES - 5' GA.
  - ORNAMENTAL TREES - 6' GA.
  - ORNAMENTAL TREES - 7' GA.
  - ORNAMENTAL TREES - 8' GA.
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  - ORNAMENTAL TREES - 96' GA.
  - ORNAMENTAL TREES - 97' GA.
  - ORNAMENTAL TREES - 98' GA.
  - ORNAMENTAL TREES - 99' GA.
  - ORNAMENTAL TREES - 100' GA.



**LEASING OFFICE**

**ENTRANCE SIGN**

**CONSTRUCTION SIGN**

**NOTE:**

1. ALL SIGN POST MATERIAL TO BE 5" X 10" YELLOW PINE, AGED-TREATED OR CEM-TREATED.
2. SIGN PANELS TO BE 1/2" THICK ALUMINUM OR 1/4" THICK 304 STAINLESS STEEL.
3. SIGN PANELS TO BE MACHINED TO MATCH FENCE.
4. SIGN PANELS TO BE MACHINED TO MATCH FENCE.

**NOTE:**

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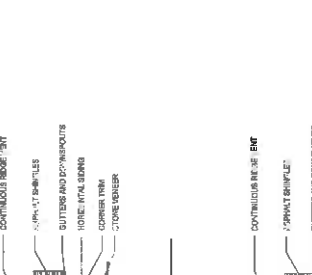
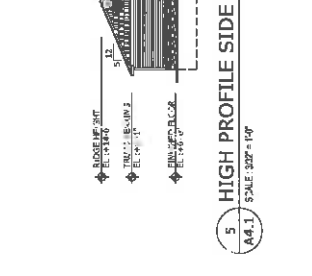
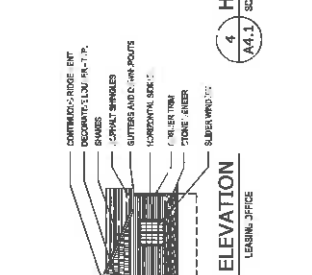
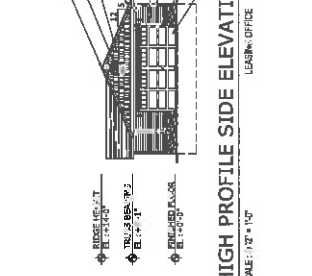
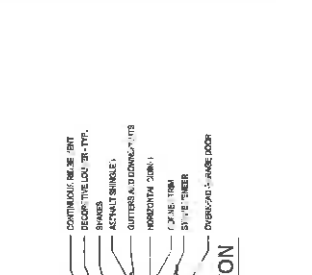
**PRELIMINARY**  
 NOTE!!  
 THIS DRAWING IS NOT  
 FOR CONSTRUCTION

REVISIONS



**BUILDING PLANS AND ELEVATIONS**  
 PROJECT #: 10516  
 DATE: JULY 19, 2017  
**BAVBERRY CHASE**  
 28TH STREET  
 GRAND RAPIDS, MI

**A4.1**  
 1 OF 8

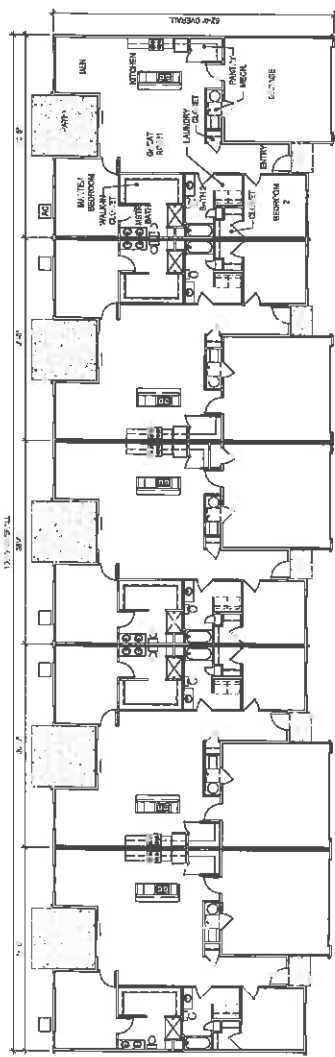
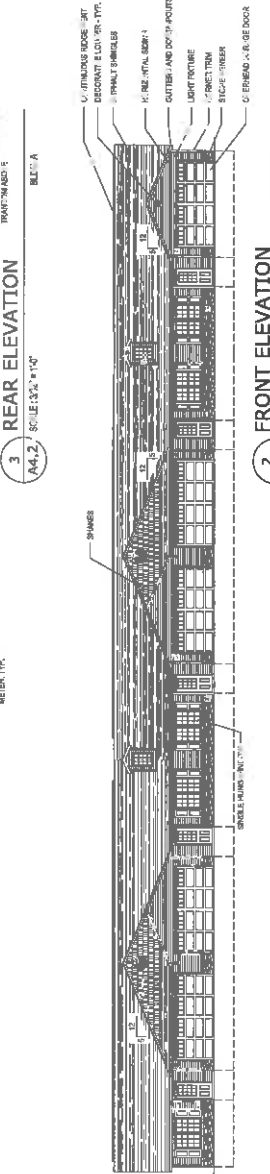
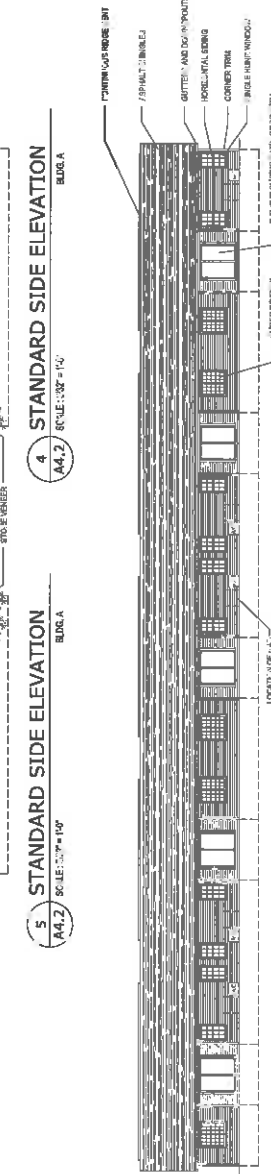
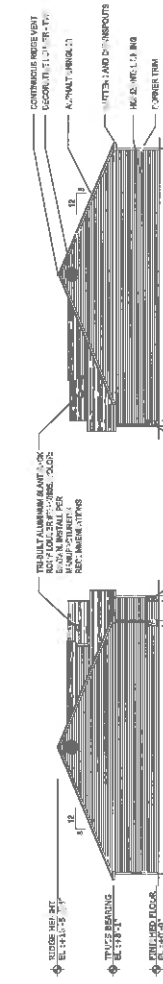


**EXTERIOR FINISH MATERIAL SELECTIONS**

ITEM	DESCRIPTION	SELECTION
CEILING	WOOD PANELING	WHITE
WALLS	BRICK	WHITE
ROOFING	ASPHALT/FLY	WHITE
TRIM	WOOD TRIM	WHITE
DOORS	WOOD DOORS	WHITE
WINDOWS	WOOD WINDOWS	WHITE
PAINT	EXTERIOR PAINT	WHITE
ROOFING	ASPHALT/FLY	WHITE
TRIM	WOOD TRIM	WHITE
DOORS	WOOD DOORS	WHITE
WINDOWS	WOOD WINDOWS	WHITE
PAINT	EXTERIOR PAINT	WHITE

**EXTERIOR FINISH MATERIAL SELECTIONS**

ITEM	MATERIAL	DATE
CONCRETE	CONCRETE	08/14
EXTERIOR WALL	EXTERIOR WALL	08/14
EXTERIOR ROOFING	EXTERIOR ROOFING	08/14
EXTERIOR FLOORING	EXTERIOR FLOORING	08/14
EXTERIOR PAINT	EXTERIOR PAINT	08/14
EXTERIOR TRIM	EXTERIOR TRIM	08/14
EXTERIOR METALS	EXTERIOR METALS	08/14
EXTERIOR GLASS	EXTERIOR GLASS	08/14
EXTERIOR LIGHTING	EXTERIOR LIGHTING	08/14
EXTERIOR SIGNAGE	EXTERIOR SIGNAGE	08/14
EXTERIOR LANDSCAPING	EXTERIOR LANDSCAPING	08/14
EXTERIOR SECURITY	EXTERIOR SECURITY	08/14
EXTERIOR VENTILATION	EXTERIOR VENTILATION	08/14
EXTERIOR MECHANICAL	EXTERIOR MECHANICAL	08/14
EXTERIOR ELECTRICAL	EXTERIOR ELECTRICAL	08/14
EXTERIOR TELECOMMUNICATIONS	EXTERIOR TELECOMMUNICATIONS	08/14
EXTERIOR SPECIALTIES	EXTERIOR SPECIALTIES	08/14
EXTERIOR ACCESSORIES	EXTERIOR ACCESSORIES	08/14
EXTERIOR FINISHES	EXTERIOR FINISHES	08/14
EXTERIOR MATERIALS	EXTERIOR MATERIALS	08/14
EXTERIOR PRODUCTS	EXTERIOR PRODUCTS	08/14
EXTERIOR SUPPLIES	EXTERIOR SUPPLIES	08/14
EXTERIOR TOOLS	EXTERIOR TOOLS	08/14
EXTERIOR EQUIPMENT	EXTERIOR EQUIPMENT	08/14
EXTERIOR SERVICES	EXTERIOR SERVICES	08/14
EXTERIOR CONTRACTORS	EXTERIOR CONTRACTORS	08/14
EXTERIOR SUBCONTRACTORS	EXTERIOR SUBCONTRACTORS	08/14
EXTERIOR VENDOR LIST	EXTERIOR VENDOR LIST	08/14
EXTERIOR SPECIFICATIONS	EXTERIOR SPECIFICATIONS	08/14
EXTERIOR DRAWINGS	EXTERIOR DRAWINGS	08/14
EXTERIOR SCHEDULES	EXTERIOR SCHEDULES	08/14
EXTERIOR NOTES	EXTERIOR NOTES	08/14
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EXTERIOR RELATED DOCUMENTS	EXTERIOR RELATED DOCUMENTS	08/14
EXTERIOR CONTACT INFORMATION	EXTERIOR CONTACT INFORMATION	08/14
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EXTERIOR SIGNATURES	EXTERIOR SIGNATURES	08/14
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EXTERIOR MARKINGS	EXTERIOR MARKINGS	08/14
EXTERIOR DIMENSIONS	EXTERIOR DIMENSIONS	08/14
EXTERIOR TOLERANCES	EXTERIOR TOLERANCES	08/14
EXTERIOR UNITS	EXTERIOR UNITS	08/14
EXTERIOR ABBREVIATIONS	EXTERIOR ABBREVIATIONS	08/14
EXTERIOR GLOSSARY	EXTERIOR GLOSSARY	08/14
EXTERIOR INDEX	EXTERIOR INDEX	08/14



**PRELIMINARY**  
NOTE!!!  
THIS DRAWING IS NOT  
FOR CONSTRUCTION

REVISIONS



**BUILDING PLANS AND ELEVATIONS**  
PROJECT # 10516  
DATE: JULY 19, 2017  
BAYBERRY CHASE  
28TH STREET  
GRAND RAPIDS, MI

**A4.2**  
2 OF 8



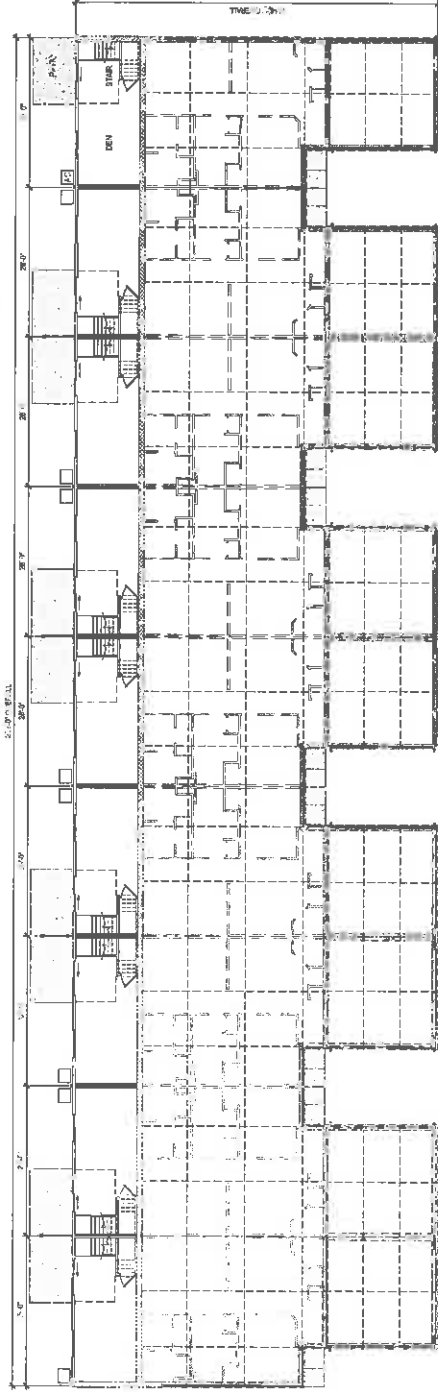
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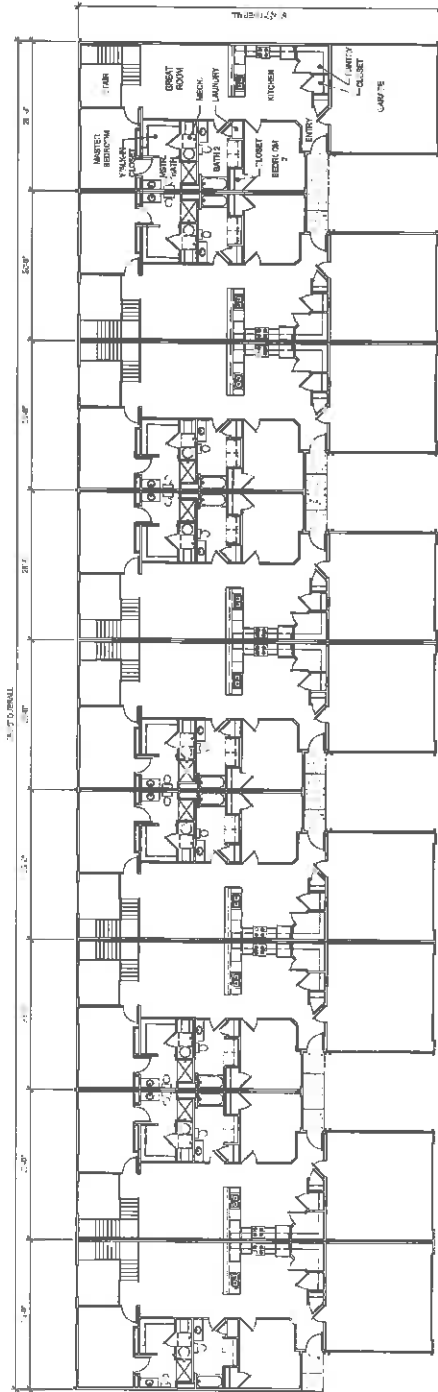


**BUILDING PLANS AND ELEVATIONS**  
PROJECT # 10518  
BAYBERRY CHASE  
28TH STREET  
GRAND RAPIDS, MI  
DATE: JULY 19, 2017

**A4.4**  
4 OF 8



**2 OVERALL FLOOR PLAN - LOWER LEVEL**  
SCALE: 1/8" = 1'-0"  
SHEET C  
APPENDIX D



**1 OVERALL FLOOR PLAN - FIRST FLOOR**  
SCALE: 3/32" = 1'-0"  
SHEET C  
APPENDIX D

**PRELIMINARY**  
NOTE:  
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FOR CONSTRUCTION

REVISIONS

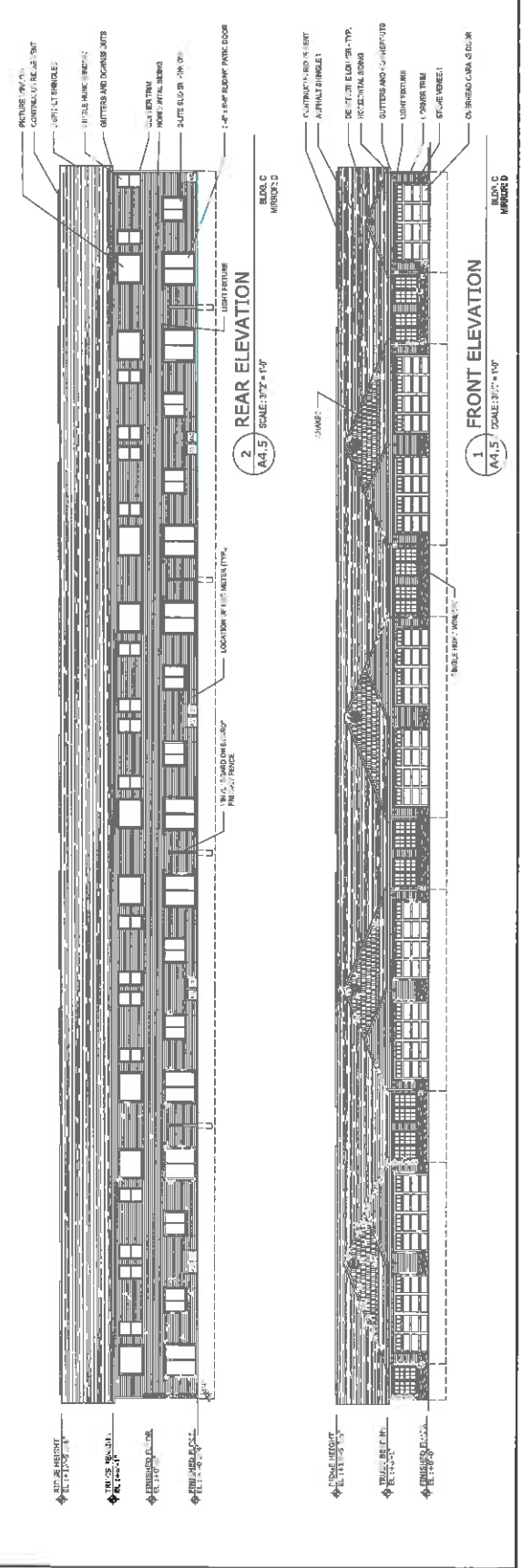
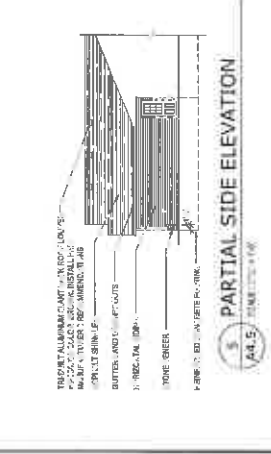
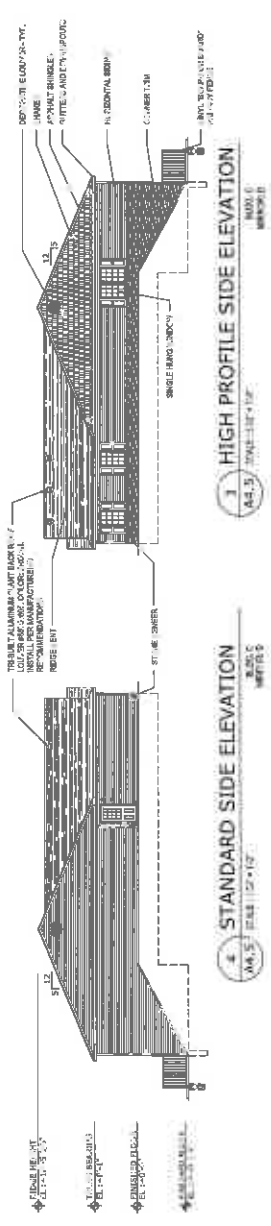


**BUILDING PLANS AND ELEVATIONS**  
PROJECT #: 10618  
DATE: JULY 19, 2017  
28TH STREET  
GRAND RAPIDS, MI

**A4.5**  
5 OF 8

**EXTERIOR FINISH MATERIAL SELECTIONS**

ITEM	MATERIAL SELECTION	SCALE
DESIGNATED COLOR	WHITE	1/8" = 1'-0"
CONCRETE FINISH	SMOOTH, UNPAINTED CONCRETE	1/8" = 1'-0"
WALLS	SMOOTH, UNPAINTED CONCRETE	1/8" = 1'-0"
ROOFING	ASPH/FLT SHINGLES	1/8" = 1'-0"
TRIM	PAINTED WOOD	1/8" = 1'-0"
GLASS	CLIMATE CONTROLLED GLASS	1/8" = 1'-0"
DOORS	PAINTED WOOD	1/8" = 1'-0"
CEILING	SMOOTH, UNPAINTED CONCRETE	1/8" = 1'-0"
FLOORING	SMOOTH, UNPAINTED CONCRETE	1/8" = 1'-0"
MECHANICAL	ASPH/FLT SHINGLES	1/8" = 1'-0"
LANDSCAPE	ASPH/FLT SHINGLES	1/8" = 1'-0"
PAINT	SMOOTH, UNPAINTED CONCRETE	1/8" = 1'-0"
ROOFING	ASPH/FLT SHINGLES	1/8" = 1'-0"
TRIM	PAINTED WOOD	1/8" = 1'-0"
GLASS	CLIMATE CONTROLLED GLASS	1/8" = 1'-0"
DOORS	PAINTED WOOD	1/8" = 1'-0"
CEILING	SMOOTH, UNPAINTED CONCRETE	1/8" = 1'-0"
FLOORING	SMOOTH, UNPAINTED CONCRETE	1/8" = 1'-0"
MECHANICAL	ASPH/FLT SHINGLES	1/8" = 1'-0"
LANDSCAPE	ASPH/FLT SHINGLES	1/8" = 1'-0"



**MANN-PARSONS-GRAY ARCHITECTS**  
MP3

**BAYBERRY CHASE**  
PROJECT #: 10618  
DATE: JULY 19, 2017  
28TH STREET  
GRAND RAPIDS, MI

**A4.5**  
5 OF 8

**PRELIMINARY**  
**NOTE!!!**  
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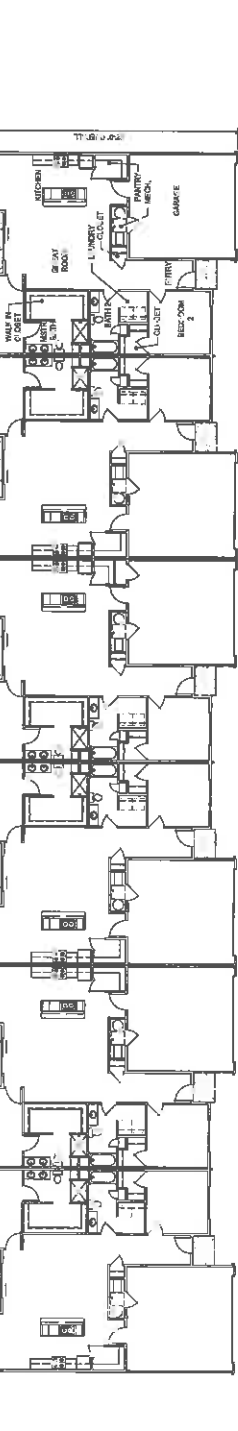
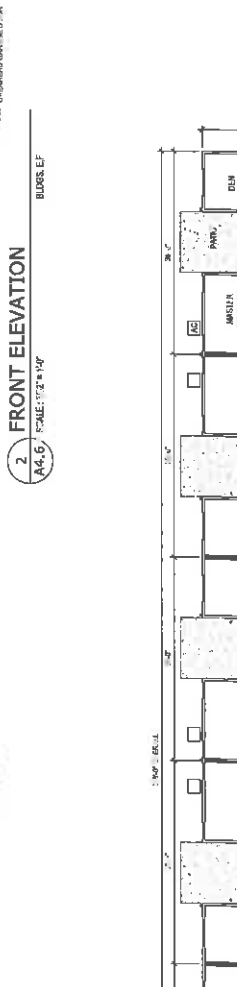
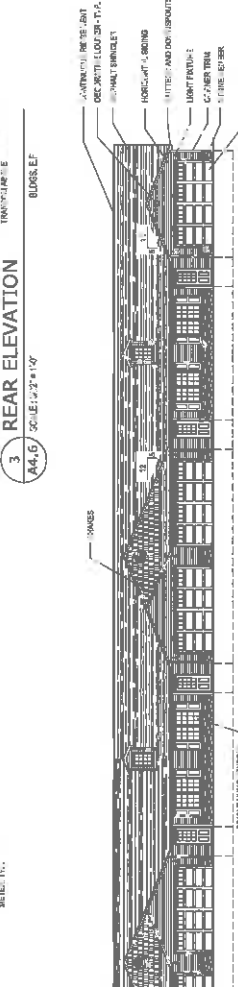
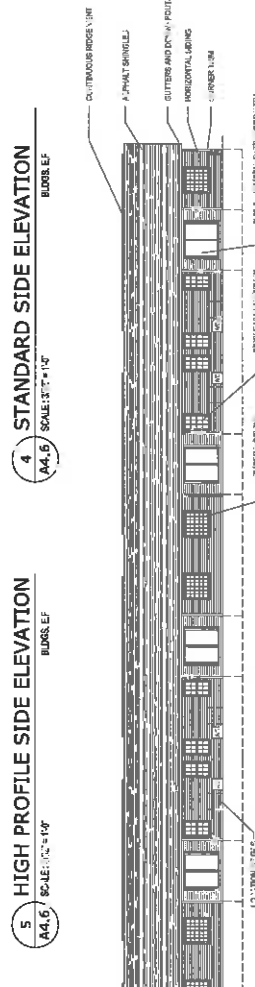
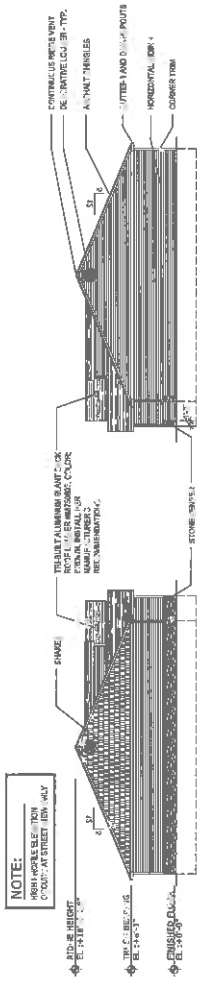
REVISIONS



**MPG ARCHITECTS**  
 MANN - PARSONS - GRAY

**BUILDING PLANS AND ELEVATIONS**  
 PROJECT #: 10516  
 DATE: JULY 19, 2017  
**BAYBERRY CHASE**  
 28TH STREET  
 GRAND RAPIDS, MI

**A4.6**  
 6 OF 8



**EXTERIOR FINISH MATERIAL SELECTIONS**

ITEM	DESCRIPTION	FINISH
1	CONCRETE FLOOR	CONCRETE
2	CEILING	PLASTER
3	WALLS	PLASTER
4	ROOFING	ASPHALT/FLY ASH
5	FOUNDATION	CONCRETE
6	DRIVEWAY	CONCRETE
7	WALKWAYS	CONCRETE
8	LANDSCAPE	GRASS
9	SCREENING	WOOD
10	SCREENING	WOOD
11	SCREENING	WOOD
12	SCREENING	WOOD
13	SCREENING	WOOD
14	SCREENING	WOOD
15	SCREENING	WOOD
16	SCREENING	WOOD
17	SCREENING	WOOD
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**PRELIMINARY**  
 NOTE!!!  
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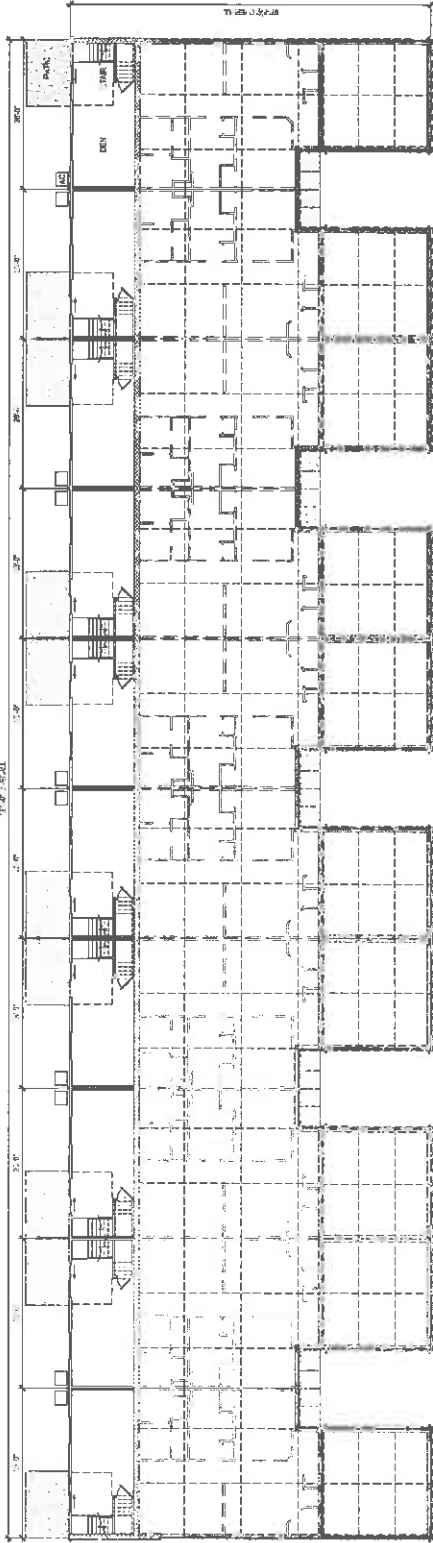
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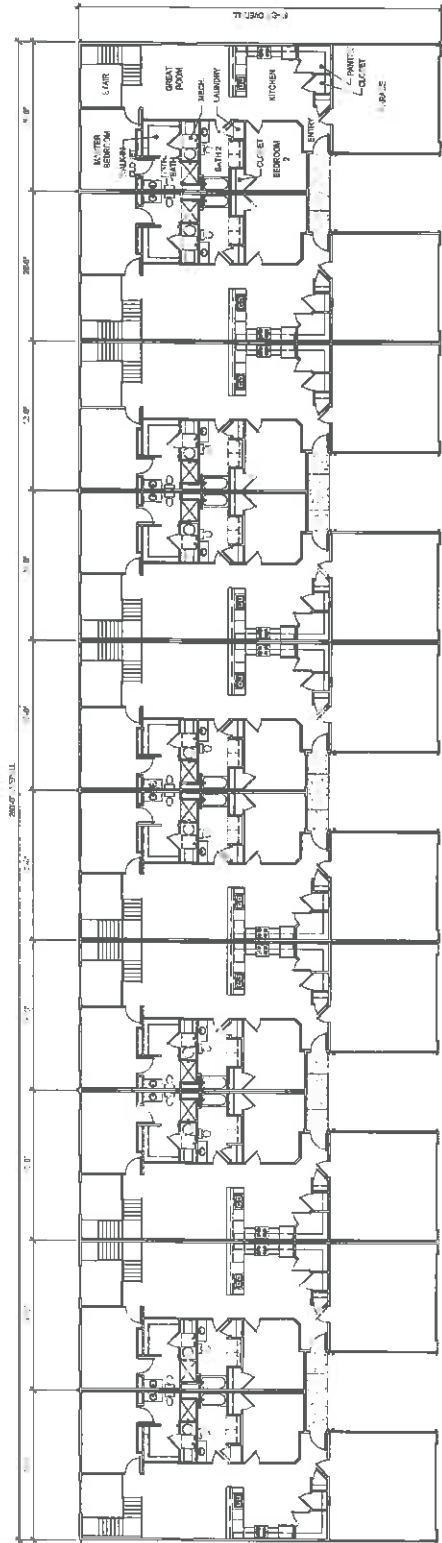
**MPG**  
 MANN • PARSONS • GRAY  
 ARCHITECTS

**BUILDING PLANS AND ELEVATIONS**  
 PROJECT # 10516  
 DATE: JULY 19, 2017  
**BAYBERRY CHASE**  
 28TH STREET  
 GRAND RAPIDS, MI

**A4.7**  
 7 OF 8



**2** OVERALL FLOOR PLAN - LOWER LEVEL  
 A4.7 SCALE: 1/8" = 1'-0"  
 BIDS 6.11



**1** OVERALL FLOOR PLAN - FIRST FLOOR  
 A4.7 SCALE: 1/8" = 1'-0"  
 BIDS 6.11

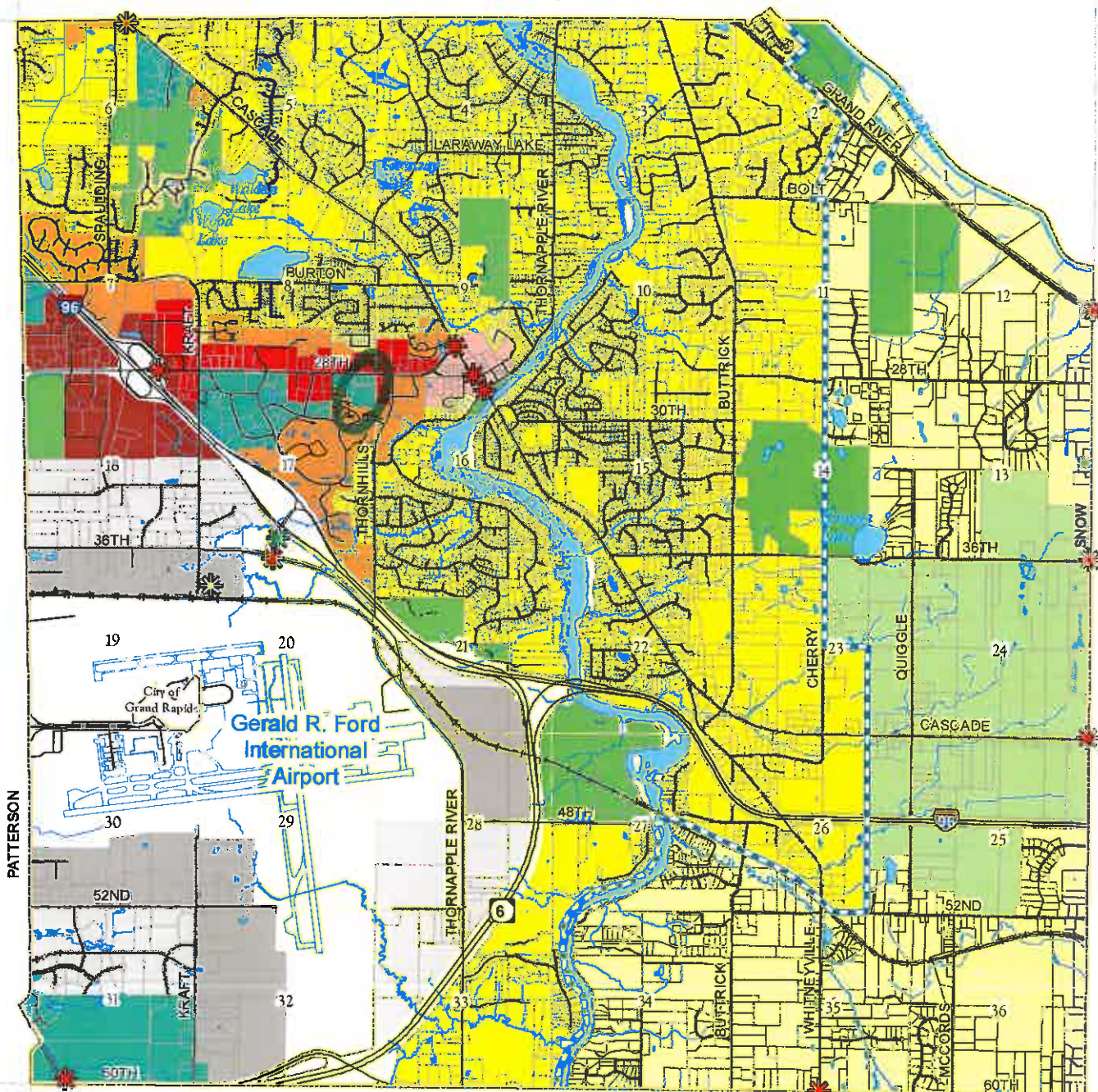


Ada Twp

City of Kentwood

Lowell Twp

Caldon Twp



# Cascade Charter Township

Kent County, Michigan

## Map 15 Future Land Use

### Legend

- Gateway Feature
- Park 'n' Ride
- Rail Station
- Utility Service Area

- Farmland Preservation
- Rural Residential
- Suburban Residential
- Community Residential
- Village Commercial
- General Commercial
- Highway Commercial
- Mixed Use
- Heavy Industrial
- Light Industrial
- Community Facility / Golf Course



**WILLIAMS & WORKS**  
 CONSULTING ENGINEERS  
 4162541 1400 phone • 4162341 6611 fax  
 519 Queens Avenue NW • Grand Rapids, MI 49503

**Williams & Works**  
 CONSULTING ENGINEERS

4162541 1400 phone • 4162341 6611 fax  
 519 Queens Avenue NW • Grand Rapids, MI 49503

April 22, 2009

**MINUTES**  
Cascade Charter Township  
Planning Commission  
Monday, August 8, 2016  
7:00 P.M.

**ARTICLE 1.** Chairman Waalkes called the meeting to order at 7:00 P.M.  
Members Present: Katsma, Lewis, Mead, Pennington, Rissi, Robinson, Sperla, and Williams  
Members Absent: None  
Others Present: Community Development Director, Steve Peterson and those listed on the sign in sheet.

**ARTICLE 2. Pledge of Allegiance.**

**ARTICLE 3. Approve the current Agenda.**

**Motion was made by Member Robinson to approve the Agenda. Supported by Member Rissi. Motion carried 9 to 0.**

**ARTICLE 4. Approve the Minutes of the July 11, 2016 Meeting.**

**Motion was made by Member Lewis to approve the Minutes as presented. Supported by Member Robinson. Motion carried 9 to 0.**

**ARTICLE 5. Acknowledge visitors and those wishing to speak to non-agenda items.**

No visitors who were present wished to speak about non-agenda items.

**ARTICLE 6. Case #16:3309 Riebel/PUD Redwood**

**Public Hearing**

**Property Address: 6370 28<sup>th</sup> Street**

**Requested Action: Preliminary Plan to amend the Riebel Development to all 60-unit apartment complex.**

Director Peterson stated that the Applicant is requesting a Preliminary Plan Review in order to construct a 60-unit apartment complex and one manager unit. The original project allowed for the area behind Pizza Hut, Macatawa Bank and Culvers to be developed into a mix of office, restaurant and retail. That portion of the project has never been done. They are now asking to modify the PUD to allow the multifamily development. The original office mix use project allowed for up to approximately 120,000 sq. ft. The current Master Plan designation for this property is Mixed Use. This designation is a reflection of the uses that are already there and suggests that residential uses would be in the range of 6-8 units per acre. This project would be consistent with the Master Plan. Traffic capacity is well within the range for a 5 lane road. Traffic count can be as high as 35,000, currently it is 19,000.

This project is still under review by the Township Engineer. When this was slated for Public Hearing, it was with the thought that all reports by the engineer would already be completed. Unfortunately, that was not the case. Although it does not appear that any of the issues will not be able to be addressed, the Applicant has yet to answer all of the Township Engineers concerns.

Director Peterson recommends holding the Public Hearing today, but table the Board's decision until the Township Engineer is satisfied that the Applicant has addressed his concerns. Once the Township Engineer is satisfied, it will come back to the Planning Commission for a decision. If needed, it can be scheduled for another Public Hearing at that time.

Chairman Waalkes asked the Applicant to come forward with any comments.

Ms. Kelly McIver, with Redwood Acquisition, came forward and gave a presentation about the development. The units will be single story, 2 bedroom, 2 bath, attached garage homes. Residents would be primarily young professionals and retirees. Modifications have been made to the plan to add more sidewalks with connectivity to 28<sup>th</sup> St. and speed limit signs. Ms. McIver spoke about the general aesthetics of the homes, the sanitary and water issues and the condo association located near the proposed project. Rent will range approximately from \$1,300 - \$1,900.

Motion was made to open the public hearing by Member Robinson and supported by Member Rissi. Motion to open was carried 9 to 0.

Several members of the public came forward with concerns about the project. Some of the issues/concerns were the definition of mixed use, the need for yet more rental property, increased traffic, the impact of this development on the Forest Hills Condominiums near the project, flow of water, potential possibility of flooding, and general overall aesthetics of the landscape from the condos.

Ms. McIver and the Board discussed and tried to address all of the concerns.

Motion was made to close the public hearing by Member Rissi and supported by Member Sperla. Motion to close was carried 9 to 0.

**Motion was made by Member Robinson to table a decision until all issues could be addressed and was supported by Member Rissi. Motion was carried 9 to 0.**

**ARTICLE 7. Case #16-3297 Cascade Township  
Access Management Regulations Discussion**

Director Peterson stated that one of the items on the Board's work plan this year was to review the Access Management regulations (essentially driveway spacing). In March, this was presented and at that time an idea was reviewed to modify the standards by moving away from using speed limits and move towards road classifications. This has been reviewed by a traffic engineer who has provided a different suggestion. That is to not have any specific standards, but rather have a person review each request on a case

by case basis. Director Peterson believes this not a workable approach for Cascade Township because we do not have the staffing expertise, nor the time to review each driveway cut on a case by case basis.

Director Peterson concluded by recommending it would be better to stay with the current system rather than go with the changes suggested by the traffic engineer.

A brief discussion commenced.

**A Motion was made by Member Rissi and supported by Member Sperla to make no changes at this time to the Access Management Regulations.**

**ARTICLE 8. Any other business.**

There was no other business.

**ARTICLE 9. Adjournment.**

**Motion was made by Member Rissi to adjourn. Supported by Member Williams. Motion carried 9 to 0. The meeting was adjourned at 7:55 p.m.**

Respectfully submitted,  
Scott Rissi, Secretary



# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

August 9, 2016

Redwood USA LLC  
23775 Commerce Park  
Suite 7  
Beahwood OH 44122

RE: 16-3309/Riebel PUD-Redwood

Please consider this letter as notice of the August 8, 2016 Planning Commission meeting. At that meeting the Planning Commission Tabled your plan until you had all of the engineering issues worked out and approved by the Township engineer. Once that is done we will schedule your case for the first available Planning Commission meeting.

Sincerely,

CASCADE CHARTER TOWNSHIP

Steve Peterson,  
Planning Director



July 24, 2017  
Project No. 080322

Mr. Steve Peterson  
Cascade Charter Township  
2865 Thornhills Avenue, SE  
Grand Rapids, MI 49546-7192

Re: Bayberry Chase Apartments  
Site Plan Review

Dear Steve:

We have reviewed the site plan for Bayberry Chase Apartments, dated May 1, 2017, prepared by CESO. The proposed project is a 10-acre 61-unit multi-family residential development located at 6370 - 28th Street. The project includes the construction of new public water and sanitary sewer utilities, storm sewer improvements, private roads, and associated site improvements. The site is located in the Thornapple River watershed, sub-drainage district Sentinel Pointe.

## Stormwater and Drainage

### Flood Control

The proposed project is a new development, so all improvements shall comply with the requirements of the Cascade Charter Township (Township) Stormwater Ordinance (SWO). The site is located in Stormwater Management Zone A, which requires retention of the 100-year storm event and infiltration where possible. Where soil conditions or other factors do not allow for adequate infiltration, the SWO requires detention of the 25-year storm event with a controlled release and a direct connection for stormwater runoff for the 100-year storm event. The SWO also requires the first 0.5-inch of stormwater runoff be detained and released over a 24 hour period.

The proposed stormwater management design includes an underground retention and infiltration system consisting of 84-inch perforated corrugated metal pipe. The infiltration system is sized for the 100-year storm event. All stormwater runoff from the impervious areas of the site will be captured and conveyed to the underground infiltration system.

The applicant provided six soil borings at the location of the underground infiltration system. The soil conditions encountered generally consisted of natural sands with an occasional silt seam. Groundwater was not encountered.

The applicant also provided two infiltration tests at the location of the underground system. The test results were 57.6 and 9.4 inches/hour. The SWO requires the infiltration rate used in design to be one-half the average of the test results, or 33.5 inches/hour in this case. However, this is greater than the lowest test result. FTCH recommended an infiltration rate of 6 inches/hour be used for design, to which the applicant agreed.

### Water Quality Control

The SWO requires the first 0.5 inch of stormwater runoff be detained and infiltrated where conditions permit, or released over a 24-hour period. The proposed design will infiltrate all stormwater runoff up to the 100-year event. The proposed design is in accordance with the SWO.



### **Stormwater Runoff**

The applicant provided stormwater calculations to size the underground infiltration system. All stormwater runoff from the impervious areas of the site will discharge to the underground system. Therefore, the site will not see an increase in rate of stormwater leaving the site.

### **Drainage Plan**

The applicant has submitted drawings, calculations, and additional documentation as required in the SWO Section 2.03, Drainage Plan. Please refer to the included checklist for items and comments on each item. Please note a maintenance agreement is required before construction begins. The agreement should be submitted to the Township for review. The maintenance agreement and plan should include at a minimum sediment and debris removal from the underground infiltration system and cleaning of catch basin sumps.

### **Utilities**

New public water and sanitary sewer is proposed for the site. The applicant coordinated the design with the City of Grand Rapids (City). New 8-inch water main will connect to the existing water main in 28th Street, extend south through site, exit the property at the southwest corner of the site and connect to an existing water main in the Forest Hills Condominium property. The applicant provided an executed utility easement agreement between Bayberry Chase and Forest Hills Condominium for the length of water main outside of the Bayberry Chase property. New 8-inch sanitary sewer main will also connect to an existing main on the Forest Hills Condominium property and utilize the same utility easement.

### **Soil Erosion and Sedimentation Control**

Soil Erosion and Sedimentation Control (SESC) measures are provided on the plan drawings. The applicant has included silt fence along the limits of clearing and grading, silt sacks in catch basins, and seeding with mulch at all disturbed areas of the site. SESC falls under the review and approval of the Kent County Road Commission and a permit is required before construction can begin. The SESC measures indicated on the drawings appear appropriate given the expected work.

### **Summary**

The proposed stormwater design meets the Township SWO requirements for new developments. The applicant will need to apply for and obtain a number of permits (SESC, water and sanitary sewer from the City) prior to beginning construction. We recommend approval of the site plan from an engineering standpoint.

If you have any questions, please contact me at 616.464.3786 or [nrtorrey@ftch.com](mailto:nrtorrey@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "N. Torrey", is positioned above the printed name.

Nathan R. Torrey, PE

jc2

Attachment

By email

cc: Michael L. Berrevoets, PE – FTCH



**Cascade Charter Township**

Storm Water Ordinance, Ordinance 7 of 2002, as amended by Ordinance No. 2 of 2008, 5/14/2008

*Reviewing Engineer Comments are Italicized*

*OK – Received and Acceptable*

*NA – Not Applicable*

*NR – Not Received, Needs Follow-up, See Comments*

**Bayberry Chase Apartments**

Drainage Plan Checklist

- OK (1) Location of the development site and water bodies that will receive storm water runoff  
*All stormwater runoff from the site is collected and infiltrated underground.*
- OK (2) Existing and proposed topography of the development site, including the alignment and boundary of the natural drainage courses, with contours having a maximum interval of one foot (using USGS datum). The information shall be superimposed on the pertinent Kent County soil map  
*Existing and proposed contours have been provided.*
- OK (3) Development tributary area to each point of discharge from the development  
*Stormwater calculations and tributary areas were provided by the applicant.*
- OK (4) Calculations for the final peak discharge rates  
*Applicant provided calculations in design of the onsite storm sewer system and underground infiltration system.*
- OK (5) Calculations for any facility or structure size and configuration  
*Stormwater runoff calculations were provided by the applicant.*
- OK (6) Drawing showing all proposed storm water runoff facilities with existing and final grades  
*The applicant provided a utility plan showing all proposed stormwater runoff facilities.*
- OK (7) The sizes and locations of upstream and downstream culverts serving the major drainage routes flowing into and out of the development site. Any significant off-site and on-site drainage outlet restrictions other than culverts should be noted on the drainage map  
*The drainage map did not indicate any major offsite drainage routes flowing into the site.*
- OK (8) An implementation plan for construction and inspection of all storm water runoff facilities necessary to the overall drainage plan, including a schedule of the estimated dates of completing construction of the storm water runoff facilities shown on the plan and an identification of the proposed inspection procedures to ensure that the storm water runoff facilities are constructed in accordance with the approved drainage plan  
*A construction schedule was included on the plans.*
- OK (9) Plan to ensure the effective control of construction site storm water runoff and sediment track-out onto roadways  
*The SESC measures shown on the plan appear appropriate given the expected work. SESC falls under the review and approval of the KCRC and a permit is needed before construction can begin.*



- OK (10) Drawings, profiles, and specifications for the construction of the storm water runoff facilities reasonably necessary to ensure that storm water runoff will be drained, stored, or otherwise controlled in accordance with this ordinance  
*The applicant provided calculations and design details for construction of the onsite storm sewer system.*
- NR (11) Maintenance agreement, in form and substance acceptable to the Township, for ensuring maintenance of any privately owned storm water runoff facilities. The maintenance agreement shall include the developer's written commitment to provide routine, emergency, and long-term maintenance of the facilities and, in the event that the facilities are not maintained in accordance with the approved drainage plan, the agreement shall authorize the Township to maintain any on-site storm water runoff facility as reasonably necessary, at the developer's expense  
*Maintenance agreement was not provided and is required.*
- OK (12) Name of the engineering firm and the registered professional engineer that designed the drainage plan and that will inspect final construction of the storm water runoff facilities
- NA (13) All design information must be compatible for conversion to Grand Valley Regional Geographic Information System (REGIS)  
*This is a privately owned system and will not be uploaded to REGIS.*
- OK (14) Other information necessary for the Township to verify that the drainage plan complies with the Township's design and performance standards for drains and storm water management systems









STAFF REPORT: Case # 17-3391  
REPORT DATE: July 24, 2017  
PREPARED FOR: Cascade Charter Township Planning Commission  
MEETING DATE: August 7, 2017  
PREPARED BY: Steve Peterson, Community Development Director

APPLICANT:  
Town Center Inn & Suites  
6506 Hanna Lake Ave  
Caledonia MI 49316

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STATUS  
OF APPLICANT: owner

REQUESTED ACTION: Site plan approval for two new hotels at 4850 and 4888  
Towns Center Dr.

EXISTING ZONING OF  
SUBJECT PARCEL: Meadowbrooke Business Park PUD #50

GENERAL LOCATION: East side of Town Center Dr just North of Patterson.

PARCEL SIZE: approximately 8 acres

EXISTING LAND USE  
ON THE PARCEL: Vacant

ADJACENT AREA  
LAND USES: N: Vacant Wetlands  
S: Mixed Use  
E: Mixed Use, Wetlands  
W: Gas station

ZONING ON ADJOINING  
PARCELS: Meadowbrooke Business Park PUD #50

## STAFF COMMENTS:

1. The applicant is requesting site plan approval in order to construct two hotels. Marriot Town Place Suites (102 rooms) and Holiday Inn Express and Suites (114 rooms).
2. This is the same developer who is building the new hotels next to Meijer. He will be building the same hotels here.
3. Meadowbrooke allows for hotels as a permitted use and two principal structures on the same property, provided that it is directly related to the principle use or enterprise on the lot.
4. The hotels are both full service hotels.
5. Meadowbrooke permits structures to be 45 feet tall with the allowance for one hotel to be 70 feet tall. The Marriot hotels is 41.6 feet tall and the Holiday Inn hotel is 40 feet tall to the roof line.
6. Meadowbrooke also allows for screening walls to be an additional 15 feet tall Marriot will have screening up to an additional 15 feet while the Holiday Inn will have an additional 5 feet.
7. They have also taken advantage of a ZBA interpretation that permits side yard buffers to be as small as 10 feet.
8. They are also taking advantage of the provision in the PUD Ordinance that allows for some reduced setbacks due to the wetlands on the property.
9. Currently the property consists of two separate properties, which will be combined into one piece to avoid the need to make adjustments for interior setbacks.
10. With the approval of the neighboring mixed use project, this developer has agreed to install 7' wide sidewalks along his frontage in order to connect to the sidewalk for the mixed use project.
11. The site has been designed to meet our storm water ordinance and has been reviewed and approved by the township engineer. A maintenance agreement will be required.
12. The Township Fire Department has reviewed and approved the plans.
13. The Gerald R Ford Airport staff has been made aware of the project and has indicated only the need for construction permits.

14. The applicant has had the project reviewed and approved by the Meadowbrooke Review Board.

15. The applicant will need to obtain a SESC permit from the KCRC prior to grading.

**16. Section 21.07: Criteria For Site Plan Approval:**

The Planning Commission shall use the following criteria in evaluating a site plan submittal:

1. Whether the required information has been furnished in sufficiently complete and understandable form to allow an accurate description of the proposed use(s) and structure(s) in terms of density, location, area, height, bulk, placement, setbacks, performance characteristics, parking, and traffic circulation.
2. Whether there are ways in which the configuration of uses and structures can be changed which would improve the impact of the development on adjoining and nearby properties, persons, and activities, and on the community, while allowing reasonable use of the property within the scope of district regulations and other regulations of this Ordinance that are applicable to the property and proposed use and structures.
3. The extent to which natural features and characteristics of the large trees, natural groves, watercourses, and similar will be preserved; the regard given to existing natural features that would add attractiveness to the property and environs if they were preserved; the preservation of natural drainage systems the dedication and/or provision, where appropriate, of scenic easements, natural buffering, and other techniques for preservation and enhancement of the physical environment.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission Approve the site plan with the condition

1. Compliance with the Township engineer report.
2. Record the storm water maintenance agreement prior to a building permit being issued.
3. Combine the property within the next 30 days.

Attachments:           Application  
                                  Site Plan  
                                  Twp Engineer Letter  
                                  Meadowbrooke PUD Ordinance  
                                  Meadowbrooke Review Board



# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan  
49546-7140

## PLANNING & ZONING APPLICATION

**APPLICANT:** Name: Town Center Inn & Suites, Inc.  
Address: 6506 Hanna Lake Ave SE  
City & Zip Code: Caledonia, MI 49316  
Telephone: 616-889-0127  
Email Address: matt@grandhospitality.net

**OWNER: \*(If different from Applicant)**  
Name: Same as above  
Address: \_\_\_\_\_  
City & Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)			
<input type="checkbox"/>	Administrative Appeal	<input type="checkbox"/>	Administrative Site Plan Review
<input type="checkbox"/>	Deferred Parking	<input type="checkbox"/>	P.U.D. – Rezoning *
<input checked="" type="checkbox"/>	P.U.D. – Site Condominium *	<input type="checkbox"/>	Rezoning
<input checked="" type="checkbox"/>	Site Plan Review *	<input type="checkbox"/>	Sign Variance
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Subdivision Plat Review *
<input type="checkbox"/>	Zoning Variance	<input type="checkbox"/>	Other: _____ *

*\* Requires an initial submission of 5 copies of the completed site plan*

**BRIEFLY DESCRIBE YOUR REQUEST:\*\***

Proposed 4-story Holiday Inn Express & Suites hotel of 114 rooms and proposed 4-story Towneplace Suites hotel of 102 rooms. Total parking proposed is 224 spaces.

Property is within Meadowbrooke Business Park P.U.D. The full-service hotels are permitted uses. Refer to attached supplemental letter for further information.

(\*\*Use Attachments if Necessary)

**-SEE OTHER SIDE-**

**LEGAL DESCRIPTION OF PROPERTY\*\*:**

Refer to attached Legal Description.

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(\*\*Use Attachments if Necessary)

**PERMANENT PARCEL (TAX) NUMBER:** 41-19 -31-302-004 & Part of 41-19-31-302-003

**ADDRESS OF PROPERTY:** 4834 & 4888 Town Center Drive SE, Grand Rapids, MI 49512

**PRESENT USE OF THE PROPERTY:** Vacant property

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR  
EQUITABLE INTEREST IN THE PROPERTY:**

**Name(s)**

**Address(es)**

N/A

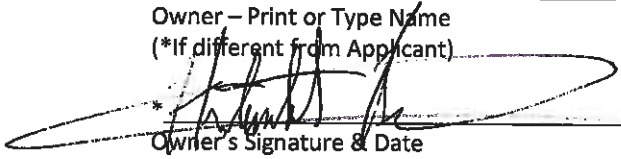
**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.*

***I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)***

Hikmat Piromari

Owner – Print or Type Name  
(\*If different from Applicant)



Owner's Signature & Date  
(\*If different from Applicant)

Applicant – Print or Type Name

Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU



Bud Design & Engineering Services, Inc.

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10775 S. Saginaw St. Suite B | Grand Blanc, MI 48439 | Ph: 810.695.0793 | Fax: 810.695.0569 | www.buddesign.com

June 6, 2017

Steve Peterson  
Cascade Charter Township  
Community Development  
2865 Thornhills Ave. SE  
Grand Rapids, MI 49546

Re: Town Center Hotels  
Site Plan Approval – Additional Information

The following is additional information to supplement the site plan submission.

1. Section X.A.6 of the Meadowbrooke Business Park Planned Unit Development (P.U.D.) allows for a reduction in the setbacks given practical difficulties as it pertains to the site. Item a) identifies wetlands and item c) identifies Pewamo loam soil type. We have both wetlands and Pewamo loam (approx. 35% of property) on the site that we are trying to minimize impact to both conditions. Therefore, we are proposing to shift the location of the development toward Town Center Drive SE. The building setback would be reduced by 25% to 30' (from 40') and parking setback reduced by 25% to 18.75' (from 25').
2. Specific landscape requirements for buffering within Section X.G are not provided, however Bufferyard "C" along the road frontage of Town Center Drive has been utilized. The location of the wetlands along the northern and southern portions of the property restrict the placement of landscaping within those areas and minimization of impact to those areas is desired. The plantings on the site plan comply with the Bufferyard "C" for the roadway frontage. In addition, there is an existing 10-foot wide easement for public utilities along the complete road frontage for the property. Tree planting within the easement area has been avoided.
3. The proposed hotels will be of a full-service variety that offer amenities to guests that include:
  - Swimming Pool and Spa
  - Newspaper Delivery
  - Bed Turn-Down
  - Business Center
  - Meeting Room
  - Fitness Center
  - Guest Laundry
  - Van Shuttle Service

TITLE



0 0.045 0.09 0.13 Miles  
**DETENTION POND**

Map Scale 1:8,000

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Printed 7/24/2017 10:34:30 AM

**ORDINANCE 2 OF 1988  
AS AMENDED BY:  
ORD.NO. 17 OF 1990  
ORD. NO. 22 OF 1994  
ORD.NO. 15 OF 1997  
ORD. NO 10 OF 2003  
ORD. NO 2 of 2012  
ORD. NO 8 of 2014  
ORD. NO 3 of 2017**

**CASCADE CHARTER TOWNSHIP  
Ordinance #3 of 2017  
AN ORDINANCE TO AMEND ORDINANCE #2 OF 1988, THE  
MEADOWBROOKE BUSINESS PARK  
PLANNED UNIT DEVELOPMENT PROJECT**

CASCADE CHARTER TOWNSHIP ORDAINS:

**SECTION I. AN AMENDMENT TO THE CASCADE CHARTER TOWNSHIP ZONING ORDINANCE.** That the application received from Meadowbrooke Associates or its assigns (hereinafter referred to as the “Developer”) for Planned Unit Development designation for their proposed Meadowbrooke Business Park (hereinafter referred to as the “Premises”) was recommended by the Cascade Township Planning Commission for approval on November 16, 1987. The Premises is recommended for rezoning from its former zoning classification thereby requiring this amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission’s recommendation and the Cascade Township Board action on February 8, 1988.

**SECTION II. LEGAL DESCRIPTION.** (as amended by Ord No 22 of 1994; 10/26/94) (amended by Ord. No. 10 of 2003; 6/25/03)

The Legal Description of the Premises is as follows:

The North one-half of the Northwest one-quarter of fractional Section 31, Town 6 North, Range 10 West, except the North 50.0 feet and except the West 50.0 feet thereof for highway purposes as recorded in Liber 1943 at Page 1351 of Deeds, Cascade township, Kent County, Michigan.

The Southwest ¼ of the Northeast ¼ and the South ½ of the Northwest fractional ¼ of Section 31, Town 6 North, Range 10 West, except the West 50 feet thereof deeded to the County of Kent for highway purposes, Cascade Township, Kent County, Michigan.

That part of the S ½, SW 1/4, Lying East of Broadmoor Drive, also the SW ¼, SE ¼, all in Section 31, T6N, R10W, Cascade Township, Kent County, Michigan, except the south 270 feet of the East 265.0 feet thereof.

The Northwest  $\frac{1}{4}$ , of the Southeast  $\frac{1}{4}$ , also the North  $\frac{1}{2}$ , of the Southwest fractional  $\frac{1}{4}$  except that part of the South 98.0 feet of the West 675.0 feet of said North  $\frac{1}{2}$ , of the southwest fractional  $\frac{1}{4}$ , Lying Easterly of the centerline of Broadmoor Avenue, Section 31, T6N, R10W, Cascade Township, Kent County, Michigan, except the West 50 feet North of Broadmoor Drive for Road purposes.

The east  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 31, T6N, R10W, Cascade Township, Kent County, Michigan excepting therefrom the following described parcels: The East 400.0 feet of the North 800.0 feet thereof; Also the East 400.0 feet of the South 544.5 feet of the North 1553.0 feet thereof; Also the East 450.42 feet of the South 450.42 feet thereof; Also a parcel described as commencing at the Southeast corner of said Section; Thence N 0 degrees 08'05"E 450.42 feet along the East line of said Section to the place of beginning; Thence N 90 degrees 00'W 400.0 feet parallel with the South line of said Section; Thence N 0 degrees 08'05" E 645.52 feet parallel with the East line of said Section to the South line of the North 1553.0 feet of the SE  $\frac{1}{4}$  of said Section; Thence N 89 degrees 43'12" E 400.0 feet to the East line of said Section; Thence S 0 degrees 08'05" W 647.52 feet along the East line of said Section to the place of beginning. Also a parcel described as beginning on the South line of Section 31, 650.0 feet N 90 degrees 00'W from the Southeast corner thereof, said point being the intersection of the centerline of an existing county drain and said South section line; Thence N 90 degrees 00'W 674.50 feet to the Southwest corner of said Southeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ ; Thence N 00 degrees 05'E along the West line thereof 548.3 feet to the centerline of said county drain; Thence South and Easterly along said centerline to the place of beginning.

Part of the SE  $\frac{1}{4}$  of Section 31, T6N, R10W, Cascade Township, Kent County, Michigan described as follows: Commencing at the Southeast corner of said Section; Thence N 0 degrees 08' 05" E 662.34 feet along the East line of said Section to the place of beginning of this description; Thence S 89 degrees 43' 12" W 400.0 feet; Thence N 0 degrees 08' 05" E 435.6 feet parallel with the East line of said Section; Thence N 89 degrees 43' 12" E 400.0 feet to the East line of said Section; Thence S 0 degrees 08' 05" W 435.6 feet along said East line to the place of beginning of this description.

That part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , Section 31, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as follows: Commencing on the East line of the Northeast  $\frac{1}{4}$ , at a point which is South 0 degrees 00' East 1423.45 feet from the Northeast corner of said Section 31; thence South 0 degrees 00' East 488.42 feet to a point which is North 0 degrees 00' West 741.35 feet from the Southeast corner of said Northeast  $\frac{1}{4}$ ; thence South 0 degrees 00' West 396.0 feet; thence South 0 degrees 00' East 373.77 feet to the North line of the South 370 feet of said Northeast  $\frac{1}{4}$ , thence North 89 degrees 39' East 396.0 feet along said North line to the East line of said Section 31; thence South 00 degrees 00' East 100.0 feet; thence South 89 degrees 39' West 323.0 feet; thence South 0 degrees 00' East 270.0 feet to the South line of said Northeast  $\frac{1}{4}$ ; thence South 89 degrees 39' West 1002.47 feet to the Southwest corner of the East  $\frac{1}{2}$ , of the Northeast  $\frac{1}{4}$ , of said Section 31; thence North 0 degrees 00' East along the West line of the East  $\frac{1}{2}$ , of said Northeast  $\frac{1}{4}$ , to the North line of said Northeast  $\frac{1}{4}$ ; thence East along the North line of said Northeast  $\frac{1}{4}$ , to a point which is 405.5 feet West from the

Northeast corner of said Northeast  $\frac{1}{4}$ ; thence South 0 degrees 00' East 214.17 feet to a point which is South 0 degrees 00' East 217.0- feet and South 89 degrees 55' West 405.5 feet from the Northeast corner of said Northeast  $\frac{1}{4}$ ; thence North 89 degrees 55' East 9.2 feet, thence South 0 degrees 00' East 1205.87 feet thence North 90 degrees 00' East 396.0 feet to the place of beginning, except liens and conveyances affecting easement granted in Liber 89 of Miscellaneous Records, Page 383. Subject to a right of way for 52<sup>nd</sup> Street over the North 33.0 feet thereof; also subject to a right of way for Kraft Avenue over the East 33 feet of the Northeast  $\frac{1}{4}$ , of said Section 31.

Part of the Northeast  $\frac{1}{4}$  of Section 31, Town 6 North, Range 10 West; described as: Commencing at the Northeast corner of Section 31, thence south along the East line of said Section 773.45 feet to the place of beginning of this description; thence West perpendicular to the said East line 233.0 feet; thence south parallel with the said East line 100.0 feet; thence East 233.0 feet; thence North along said East line 100.0 feet to the place of beginning, except the East 33.0 feet for highway purposes, Cascade Township, Kent County, Michigan.

That part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 31, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan is described as: commencing on the East line of said Northeast  $\frac{1}{4}$ , 873.45 feet South of the Northeast corner of said Northeast  $\frac{1}{4}$ ; thence Westerly 233.0 feet perpendicular to the said East line; thence Northerly 100.0 feet parallel with said East line; thence Westerly 163.0 feet perpendicular to said East line; thence Southerly 430.0 feet parallel with said East line; thence Easterly 326.0 feet perpendicular to said East line; thence Northerly 20.0 feet parallel with said East line; thence Easterly 70.0 feet to the East line of the Northeast  $\frac{1}{4}$  perpendicular to said East line; thence Northerly 310.0 feet along said East line to the place of beginning.

The south 98.0 feet of the West 675.0 feet of the North  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$ , Section 31, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, lying Easterly of Broadmoor Avenue.

ALL THAT CERTAIN tract of land with improvements thereon, known as the E  $\frac{1}{2}$ , of the SE  $\frac{1}{4}$ , Section 30, T6N, R10W, Cascade Township, Kent County, Michigan, except the North 481.96 feet thereof.

This parcel may be more particularly described as: That part of the SE  $\frac{1}{4}$ , Section 30, T6N, R10W, described as BEGINNING at the Southeast corner of Section 30; thence S88 degrees 27' 24" W 1326.64 feet along the South line of Section 30; thence N 1 degree 19' 29" W 2171.77 feet along the West line of the E  $\frac{1}{2}$ , of said SE  $\frac{1}{4}$ ; thence N 88 degrees 33' 50" E 1327.81 feet along the South line of the North 481.96 feet of said SE  $\frac{1}{4}$ ; thence S 1 degree 17' 37" E 2169.29 feet along the East line of Section 30 to the place of beginning.

That part of the Northeast  $\frac{1}{4}$  of Section 31, Town 6 North, Range 10 West, described as commencing on the Northeast corner of said Section; thence South 217.0 feet along the East line of said Section to the place of beginning of this description; thence South 89

degrees 55' West 396.0 feet; thence South parallel with said East line of Section 110 feet; thence North 89 degrees 55' East 396.0 feet to the East line of Section 31; thence North 110.0 feet along said line to the place of beginning, except the East 43 feet for highway purposes.

All that part of the East ½ of the NE ¼, of Section 31, T6N, R10W, Cascade township, Kent county, Michigan described as commencing at the Northeast corner of said NE ¼, thence S 0 degrees 00' E 327.0 feet along the East line of said section to the place of beginning for this description; thence continuing S 0 degrees 00' E 446.45 feet along said line; thence S 90 degrees 00' W 396.0 feet; thence N 0 degrees 00' W 445.87 feet to a point that is 327.0 feet South of the North line of said NE ¼; thence N 89 degrees 55' E 396.0 feet to the place of beginning, except the East 43 feet for highway purposes.

The south 270.0 feet of the East 323.0 feet of the East ½ of the Northeast ¼ of Section 31, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, except the Southerly 145 feet thereof.

The South 145.0 feet of the East 323.0 feet of the Northeast ¼ of Section 31, Town 6 North, Range 10 West, except the East 43.0 feet thereof for highway purposes.

That part of the SE ¼ of Section 36, T6N, R11 W, City of Kentwood, Kent County, Michigan described as commencing at the East ¼ corner of Section 36; thence S 0 degrees 11'31"E 41.04 feet along the East line of the section to the south right-of-way of relocated Patterson to the point of beginning; thence S 0 degrees 11'31" E 687.16 feet along said East line to a point on the Easterly right-of-way line of Broadmoor Avenue (S.T.L. M-37)' thence N 28 degrees 51'11" W 499.80 feet along said Easterly right-of-way line, thence N 61 degrees 10'24" E 14.57 feet along the southerly right-of-way line to relocated Patterson; thence Northerly 337.09 feet along a 531.76 foot radius curve to the left, the long chord of which bears N 43 degrees 00'46" E 331.47 feet to the point of beginning. Subject to Easements and Building and Use Restrictions of record. Also subject to the terms, covenants, and conditions of a special assessment agreement as set forth in Liber 2377 of Deeds, Page 50, Kent County Records, which Grantee shall assume and perform.

The Legal Description of the Premises shall include the following parcels as amended by Ord. No. 10 of 2003

41-19-31-400-002

N 400 FT OF E 400 FT OF E 1/2 SE 1/4 \* SEC 31 T6N R10W 3.67 A.

41-19-31-400-003

S 400 FT OF N 800 FT OF E 400 FT OF E 1/2 SE 1/4 \* SEC 31 T6N R10W 3.67 A.

41-19-31-400-004

S 544.5 FT OF N 1553 FT OF E 400 FT OF SE 1/4 \* SEC 31 T6N R10W 5 A.

The Legal Description of the Premises shall include the following parcels as amended by Ord. No. 2 of 2012

PART OF E 1/2 SE 1/4 COM 1420.0 FT S 0D 59M 29M E ALONG E SEC LINE FROM E 1/4 COR TH S 88D 34M 34S W PAR WITH E&W 1/4 LINE 400.0 FT TO W LINE OF E 400.0 FT OF SE 1/4 TH S 0D 59M 29M E ALONG SD W LINE 133.0 FT TO S LINE OF N 1553.0 FT OF SE 1/4 TH N 88D 34M 34S E ALONG SD S LINE 400.0 FT TO E SEC LINE TH N 0D 59M 29M W 133.0 FT TO BEG \* SEC 31 T6N R10W 1.22 A.

SECTION III. GENERAL PROVISIONS. (as amended by Ord No 22 of 1994; 10/26/94)

The Subject Properties shall be governed by the PUD Ordinance provisions contained in Ordinance #2 of 1988 and Ordinance #17 of 1990, as well as those Provisions outlined in Chapter 16 of the Cascade Charter Township Zoning Ordinance (Ordinance No. 11 of 1988, as amended).

SECTION IV. APPROVAL LIMITATIONS. (as amended by Ord No 22 of 1994; 10/26/94)

A. The provisions of this Ordinance are not intended as a substitute for the Cascade Charter Township Zoning Ordinance and the General Development Plan, nor do they in any way relieve the Developer from obtaining all approvals and permits required by the township, except as otherwise expressly provided herein. In the event that a development issue or site plan element is not addressed by this Ordinance, the specifications and requirements of the Cascade charter Township Zoning Ordinance shall be enforced.

B. Except as otherwise provided herein, the Developer and his assigns must meet all applicable provisions and regulations of Cascade Charter Township, as well as federal and state law, and must obtain all necessary approvals from state and county governmental agencies that are required for operation or use.

C. This PUD approval is expressly contingent upon all conditions of approval herein remaining fully effective and valid. If any condition imposed herein is determined to be illegal or contrary to law as a result of a successful legal challenge by the Developer or its assigns, or any other party, the Township reserves the right to review the entire project under the PUD provisions of the Cascade Charter Township Zoning Ordinance, and further, to withdraw its approval of this PUD if it finds that, absent the effect of any condition imposed herein, the PUD no longer meets the standards for PUD approval contained in the Zoning Ordinance.

D. All conditions contained herein shall be binding upon the Developer, as well as its successors, tenants and assigns. The conditions may be modified or amended only pursuant to a formal amendment of the PUD approval and ordinance amendment.

E. This approval document shall be recorded with the Kent County Register of Deeds by the Developer prior to construction occurring on site and shall run with and bind the lands involved. Copies of this recorded document shall be supplied by the Developer to the Cascade Charter Township Clerk.

F. Failure to comply with the site plan or any condition of approval herein shall be deemed a violation of the Cascade Charter Township Zoning Ordinance.

SECTION V. PURPOSE AND INTENT. (amended by Ord. No. 10 of 2003; 6/25/03)

The Premises occupies a 544 acre tract of land that is proposed to be developed through phases over a period of several years as a complex, unified unit, rather than as an aggregation of individual uses on separate unrelated parcels. Due to its size, magnitude, mixture of land uses and the timing of development over a period of years, in which market conditions may change, special land use regulations are deemed necessary by Cascade Township to establish this Planned Unit Development (PUD) District.

The regulations contained herein are established to define the procedures necessary to insure high quality development on the Premises. Additionally, they are designed: to achieve integration of the development with adjacent land uses and the natural environment; to permit flexibility in the regulation of land development; to encourage variety in design, lay-out and type of structures constructed within the development; to achieve economy and efficiency in the use of land; to encourage the provision of useful open space; and to provide improved employment opportunities particularly suited to the needs of the residents of Cascade Township and West Michigan.

This Ordinance is further intended to permit flexibility in the regulation of land development by allowing the Developer to modify the concept and design of the proposed development as the market may dictate in the future over the course of the development of the Premises. The provisions of this Ordinance are not intended as a substitute for the Cascade Township Zoning Ordinance and General Development Plan, nor do they in any way relieve the Developer from obtaining all approvals and permits required by the Township, except as provided herein.

The northerly approximately 177 acres (Meadowbrooke Phase I) has been developed as platted lots as shown on Prein & Newhof drawing dated May 19, 2003. Further, approximately 13 acres of the Premises have been established as the Town Center Plat located adjacent to Broadmoor Avenue and M-37 as shown on the Prein & Newhof drawing dated May 19, 2003 ("Town Center"). The remainder of the Premises, generally located south of Meadowbrooke Phase I contains approximately 124 acres and is referred to herein as "Meadowbrooke Phase II", while the area generally West of Phase II contains approximately 109 acres is known as Meadowbrooke Phase III.. Simultaneously with adoption of this Amended Ordinance No. 10 of 2003, the 12.34 acre parcels more fully described in **Exhibit A** attached hereto and incorporated herein have been rezoned Planned Unit Development under this Ordinance of which the 7.34 acre parcel (Parcels A and B on Exhibit A), together with an adjacent 30.424 acres (exclusive of road right-of-

way) constitute approximately 37.76 acres more fully described on **Exhibit B** attached hereto (“Development Parcel 1”). Meadowbrooke Phase III, formerly part of Meadowbrooke Phase II, as described on **Exhibit C** attached hereto.

“The establishment of Meadowbrooke Phase III is for the purpose of creating a broader and expanded mixture of uses in the Meadowbrooke Business Park Planned Unit Development

It is recognized that the permitted uses in Meadowbrooke Phase I and Meadowbrooke Phase II are or will be adjacent to and/or within the vicinity of permitted uses in Meadowbrooke Phase III including, but not limited to Multifamily units and commercial/retail uses and that such permitted uses in Meadowbrooke Phase I and Meadowbrooke Phase II currently include and will include outdoor storage, truck traffic, loading and unloading of goods including manufactured items, the manufacturing of goods, the warehousing of goods and the parking of trucks on property within Meadowbrooke Phase I and Meadowbrooke Phase II.

The location of the permitted uses in Meadowbrooke Phase I and Meadowbrooke Phase II within and/or adjacent and contiguous to the permitted uses in Meadowbrooke Phase III shall be deemed to be compatible and not adverse to the mixture of uses permitted in Meadowbrooke Phase I, Meadowbrooke Phase II and Meadowbrooke Phase III. Notwithstanding that Meadowbrooke Phase III is developed and used for a permitted use including a Multifamily Use, commercial/retail uses in no event will development approval of the permitted uses in Meadowbrooke Phase I and/or Meadowbrooke Phase II be subject to any standards, requirement or criteria in the Ordinance other than specifically stated in Section X. To the extent the Ordinance would otherwise impose different standards, criteria and requirements where residential uses including Multifamily uses are near or adjacent to the permitted uses in Section VIII, including, but not limited to industrial use such other standards, criteria and requirements shall not govern the development and development approvals for permitted uses in Meadowbrooke Phase I and Meadowbrooke Phase II with the exception of the lighting standards found in Section 19.19 of the zoning ordinance

It is anticipated that the internal public roads and streets within and to and from Meadowbrooke Business Park Planned Unit Development inclusive of the roads and streets within and to and from Meadowbrooke Phase I, Meadowbrooke Phase II and Meadowbrooke Phase III will include a mixture of truck traffic, employee traffic, residential traffic, commercial traffic and pedestrian traffic all of which are deemed to be compatible provided that such internal roads and streets and access to such internal roads and streets shall be required to be designed and developed to accommodate such mixture of traffic and vehicles.

SECTION VI. DEVELOPMENT APPROVAL PROCEDURE. (amended by Ord. No. 10 of 2003; 6/25/03)

It shall be unlawful for any person, firm or corporation to begin the construction of any building or other structure or to begin the alteration or moving of any building or structure within the Premises without receiving site plan review and approval from the Meadowbrooke Review Board and the Township Planning Commission as provided in this Section.

**A. Composition of the Review Boards.** All new construction, alteration, or moving of buildings and structures shall be reviewed by (a) a five (5) member Review Board for Meadowbrooke Phase I and Development Parcel 1 (the "Meadowbrooke I Review Board") or (b) a five (5) member Review Board for Meadowbrooke II (the "Meadowbrooke II Review Board") or (c) a five (5) member Review Board for Meadowbrooke Phase III, (the "Meadowbrooke III Review Board"). For purpose of establishing the Review Boards, Meadowbrooke Associates or its assigns is the Developer for the Meadowbrooke I Review Board, and A Lacks Enterprises, Inc. or its assigns shall be the Developer for the Meadowbrook II Review Board and Edward Rose Development Company, L.L.C. or its assigns is the Developer for the Meadowbrooke III Review Board. Each of the Developers shall provide to the Township a copy of any assignment to a successor developer of Meadowbrooke Phase I or Meadowbrooke Phase II or Meadowbrooke Phase III. Each Developer shall appoint three (3) members, with two (2) being officers of the Developer or their delegates and one (1) being a professional with a background in architecture, engineering, landscape architecture and/or urban planning. The two (2) remaining members shall be representatives of Cascade Township appointed by the Township Supervisor and approved by the Township Board. A simple majority of the membership of the Review Boards (hereinafter referred to individually as the "Board" and collectively as the "Boards") shall constitute a quorum. An affirmative vote of the majority of the Board members present shall constitute approval, approval with modification, or rejection of a site plan.

**B. Responsibilities of the Review Board.** The Meadowbrooke I Board shall have all approval rights herein with respect to Meadowbrooke Phase I and Development Parcel 1 and the Meadowbrooke II Board shall have all approval rights for Meadowbrooke Phase II and the Meadowbrooke III Board shall have approval rights for Meadowbrooke Phase III.. The respective Board shall receive all site plans for all new construction, alteration, or moving of buildings and structures within the Premises. It shall have exclusive power to review all site plans for all development within the Meadowbrooke Phase I or Meadowbrooke Phase II or Meadowbrooke Phase III, as the case may be to insure compliance with Architectural Controls as prescribed in Section IX of this Ordinance. Additionally, the Board shall be empowered to review all site plans for compliance with the Design Standards as setforth in Section X of this Ordinance.

The Board's review and findings with regard to the Design Standards are subject to review before the Planning Commission. The Board can only grant preliminary approval of a site plan. The Planning Commission shall have the authority to grant final site plan approval, except in the case of the regional shopping center. No site plan can be forwarded to the Planning Commission without the express, written approval of the applicable Board.

Review and approval shall be based upon the following considerations:

1. Conformity and harmony of external design with the development and with neighboring structures.
2. Proper siting of buildings and lots as they relate to street frontage and neighboring uses.
3. Conformity of the plans and specifications with the development requirements as well as the purpose and intent of this PUD Ordinance.

The Review Board shall endeavor to review a submitted site plan within a reasonable time period after its submittal. The Board, however, retains the right to request additional information or modifications as it may deem necessary prior to approval or rejection of the plans and specifications. Once the Review Board has made its determination regarding a proposed site plan it shall transmit its findings and recommendations to the Planning Commission. The transmittal shall include the recommendation of the Board, its rationale and the minutes of all meetings in which the site plan was discussed before the Board.

C. Planning Commission Responsibilities – Following review and approval of a site plan by the Review Board, the Chairman of the Review Board or his authorized representative shall present it to the Planning Commission for final review and approval. Review and approval of the site plan by the Planning Commission shall be based upon the Design Standards set forth in Section X. The Planning Commission has the right to approve, approve with modifications, or deny site plan approval based upon its own findings of fact Subject to this PUD Ordinance.

D. Limitation – Nothing herein shall require submission to or approval of the Review Board or Planning Commission for plans relating to normal maintenance or alterations to the interior of any structure. When such activities are contemplated, the Township Building Inspector shall be contacted as building permits may be required.

E. Appeals to the Zoning Board of Appeals – Nothing herein shall preclude an appeal to the Zoning Board of Appeals of any provision of this Ordinance.

## SECTION VII. SITE PLAN REQUIREMENTS.

In order to insure high quality development of the Premises and to achieve integration of a proposed development with the characteristics of the Meadowbrooke Business Park it is necessary for each proposed project to be reviewed within a two-step process. The first step requires a proposed project to be reviewed by the applicable Review Board for aesthetic, architectural, and design qualities. For this reason, the Board shall evaluate and review each proposed project to insure compliance with the Architectural Controls as setforth in Section IX of this Ordinance and the Design Standards setforth in Section X of this Ordinance. The board may also be empowered by the Developer to review each proposed project for compliance for any deed restrictions. The Board has final review power over the Architectural Controls and the deed restrictions (if empowered by the Developer). With regard to the Design Standards, the Board has only advisory powers in their review of proposed projects.

The second step requires a proposed project to be reviewed by the Township Planning Commission. The Planning Commission shall review a proposed project site plan only after it has received a positive recommendation from the Review Board. The Planning Commission shall review a proposed project for compliance with the Design Standards setforth in Section X.

In the case of a regional shopping center, as defined herein, the Planning Commission shall review the project for compliance with the Design Standards setforth in Section X. Due to the size and magnitude that a regional shopping center may encompass, the Planning Commission findings shall only be advisory in nature. The Planning Commission's recommendation shall be forwarded to the Township Board for review and approval using the standards setforth in Section X. The Township Board has the right to approve, approve with modifications, or deny site plan approval based upon its own findings of fact

Any site plan approval for a regional shopping center will be conditioned upon an assessment of available services including police, fire, transportation and utilities. In the event an approval is denied as a result of the aforementioned conditions, the requirements for approval will be submitted to the developer in writing within 15 days of the date of denial.

Once a project has received approval of its site plan it may proceed to obtain the required building permits and approvals from the appropriate Township departments.

#### SECTION VIII. PERMITTED USES.

For land and buildings, the permitted uses for the Meadowbrooke Business Park PUD are as follows:

A. For land and buildings, the permitted uses for Meadowbrooke Phase I and Meadowbrooke Phase II are as follows:

1. Retail Uses;
2. Corporate Offices;

3. Regional Assembly and Distribution Centers;
4. Research and Development Facilities;
5. Light Manufacturing Facilities;
6. Technology Centers;
7. Corporate Aeroparks;
8. Regional Shopping Center as defined by the Urban Land Institute publication Shopping Center Handbook;
9. Full-Service Hotels;
10. Restaurants not to include freestanding fast food restaurant buildings ; and
11. Accessory uses customary and incidental to any of the above uses. For the purposes of this Ordinance accessory uses shall not include waste disposal facilities of any kind as regulated by Public Act 641 of 1978.

B. For land and buildings, the permitted uses for Meadowbrooke Phase III are as follows:

1. Multifamily-minimum Thirty (30) acres;
2. Professional service establishments providing human health care on an outpatient basis;
3. The following establishments customarily related to medical and dental uses:
  - a. Pharmacies or apothecaries;
  - b. Medical, dental and optical laboratories; and
  - c. Stores offering supportive or corrective garments and prosthetic appliances.
4. Personal service establishments which perform services on the premises, such as, but not limited to, repair shops (watches, radios, televisions, shoes, etc.), tailor shops, beauty parlors, or barber shops, photographic studios, flower shops and print shops;
5. Business establishments which perform services on the premises, such as, but not limited to, banks, (including drive through), loan companies, insurance offices, real estate offices, and other professional offices;
6. Restaurants including fast food restaurants with drive through;
7. Brew Pubs;
8. Restaurants with brew pub as accessory use;
9. Tavern;
10. Retail Uses;
11. Full Service Hotels; and
12. Accessory uses customary and incidental to any of the above uses. For the purposes of this Ordinance accessory uses shall not include waste disposal facilities of any kind as regulated by Public Act 641 of 1978.

**USES PERMITTED BY SPECIAL USE PERMIT:**

The following uses may be permitted but are subject to the provisions and conditions outlined in Chapter 17.

1. Athletic clubs and health spas and other indoor and outdoor recreation facilities including golf, tennis, racquetball and handball courts and similar facilities, including bowling alleys, ice rinks, and athletic fields.

## SECTION IX. ARCHITECTURAL CONTROLS.

In order to maintain a consistent aesthetic quality, the applicable Review Board shall have sole authority to approve or reject building architectural designs within the Meadowbrooke Phase I or Meadowbrooke Phase II or Meadowbrooke Phase III. The following is a partial list of items that will be carefully and thoughtfully scrutinized:

- A. Preliminary building plans and specifications;
- B. Exterior surface treatment, including roofs, with color and texture samples or descriptions;
- C. Scale;
- D. Geometry;
- E. Texture;
- F. Harmony with neighboring sites including the landscaping features of the site;
- G. Sun control devices; and
- H. Color.

## SECTION X. DESIGN STANDARDS. (amended by Ord. No. 10 of 2003; 6/25/03)

The following Design Standards shall apply to all building sites within the Meadowbrooke Business Park PUD.

### **A. Area Regulations.**

1. The minimum lot size within the Premises for platted lots and site unit condominiums shall be two (2) acres, and the minimum size of Land Division Parcels (as defined in Section XI) in Meadowbrooke Phase II shall be:
  - (a) forty (40) acres; except
  - (b) one (1) Land Division Parcel may be a minimum size of twenty five (25) acres subject to the public hearing specified in Section XI.A(3) below; and
  - (c) one (1) Land Division Parcel for Development Parcel 1 (approximately 37.76 acres).
2. Building and structures shall be setback from the street right-of-way a minimum of 40 feet in Meadowbrooke Phase I, and a minimum of thirty (30) feet in Meadowbrooke Phase II and III. The setback shall be landscaped and maintained as open space. No setback in Phase II shall be greater than 30 feet unless agreed to by the Phase II developer and the Township.
3. Where parking on the street side of the building or structure is permitted, such parking areas shall not be closer than twenty-five (25) feet from the public right-of-way in Meadowbrooke Phase I. Where parking on the street side of the building or structure is permitted, such parking areas shall not be closer than five (5) feet from the public right-of-way in Phase II and III. Any parking areas located closer than forty (40) feet from the public right-of-way shall require additional landscaping.

4. Side and rear setbacks shall in no case be less than twenty-five (25) feet. Parking shall be permitted in the side and rear setbacks.

5. A lot may contain two or more buildings, provided that it is directly related to the principle use or enterprise on the lot. Each additional building and/or structure shall meet all setback requirements contained herein.

6. The setback requirements set forth in this Section shall pertain to normal sites within the Premises. These setbacks shall not be reduced unless it can be demonstrated that they create practical difficulties to the owner or site development limitations which may render the property unbuildable. Upon such a finding the setbacks may be reduced up to twenty-five (25) percent by the Planning Commission should one (1) or more of the following site limitation features exist.

- a. The site contains a "wetland", as defined by the Goermaere-Anderson Wetland Protection Act (P.A. 203 of 1979), which would cause the placement of the building or structure to encroach upon the normal required setbacks.
- b. The site contains topographic slopes which exceed a ten (10) percent grade, which would cause the placement of the building or structure to encroach upon the normal required setbacks.
- c. The site contains Pewamo loan a soil type which would cause the placement of the building or structure to encroach upon the normal required setbacks. This soil type is identified in the U.S. Soil conservation Service publication Soil Survey of Kent County, as unsuitable to building site development because of a high water table.
- d. The site contains "woodlands" which would cause the placement of the building or structure to encroach upon the normal required setbacks. For the purposes of this Ordinance a "woodland" is defined as, "an area of planted material covering one (1) acre or more and consisting of thirty (30) percent or more canopy trees having an eight (8) inch or greater caliper".
- e. The site contains an archaeological site which would cause the placement of a building or structure or encroach upon the normal required setback.

**B. Height Regulations – (as amended by Ord. No. 15 of 1997;12/3/1997)**

No building or structure shall exceed a height of forty-five (45) feet, except there may be one hotel, motel or similar use building with a permitted height not to exceed seventy (70) feet as measured in accordance with the Cascade Charter Township Zoning Ordinance. Reasonable mechanical appurtenances and antennas necessary to the function or operation of a building or structure and parapet walls surrounding such appurtenances shall not exceed fifteen feet in height and shall not be counted for the purposes of determining compliance under these limitations.

**C. Off Street Parking and Loading Areas –**

1. All employee and visitor parking shall be provided on-site and not on any streets. Such parking areas may be located in the front, side or rear yards and shall be surfaced prior to occupancy with bituminous concrete or asphalt. Driveways shall be constructed with materials equal to or better than 1-1/2 inches of bituminous concrete 25A aggregate on eight (8) inches of compacted aggregate surface course over suitable sub-base, weather permitting.
2. Driveways, parking and loading areas may require curb and gutter upon the determination of the Planning Commission. The curb and gutter installation shall be consistent with the requirements established by the Kent County Road Commission.
3. The area between the driveway, off-street parking area and the street right-of-way shall be landscaped and maintained in a neat and orderly condition. The use of berms to insure that parking/loading areas are screened from public view may be required. In particular, loading docks and areas where commercial trucks and vehicles are stored shall be screened. Provided that loading docks are screened as required by Section X.G, the loading docks and loading areas to be constructed on buildings developed in Meadowbrooke Phase II shall be permitted to face and/or be across from the Multifamily units in Meadowbrook Phase III.
4. All off-street parking areas shall be drained so as to prevent drainage onto abutting properties unless there is a common drainage system shared by all the abutting properties.
5. Any lighting fixtures used to illuminate off-street parking shall be so arranged as to reflect the light away from adjacent properties, streets or highways.

D. Parking Requirements –

1. Off-street parking shall be required as set forth in the standards published by the Institute of Transportation Engineers report entitled Parking Generation 2<sup>nd</sup> Edition November 1987, as revised.
2. Each off-street parking space for automobiles shall be a minimum of 180 square feet in area, with a minimum width of nine (9) feet, exclusive of access drives or aisles. There shall be provided a minimum access drive of ten (10) feet in width, and where a turning radius is necessary, it shall be of such an arc as to reasonably allow an unobstructed flow of vehicles. Parking aisles shall be of sufficient width to allow a minimum turning movement into and out of parking spaces. The minimum width of such aisles shall be:
  - a. For 90 degree parking – the aisle shall be a minimum of 24 feet in width;
  - b. For 60 degree parking - the aisle shall be a minimum of 18 feet in width;
  - c. For 45 degree parking – the aisle shall be a minimum of 13 feet in width; and
  - d. For parallel parking – the aisle shall be a minimum of 11 feet in width.
3. In parking areas containing 50 or more parking spaces, up to twenty percent (20%) of the parking spaces may be set aside for small or compact automobiles.

The dimension for these parking spaces shall have a minimum width of 7-1/2 feet and a minimum length of 15 feet. These areas shall be conspicuously designated as reserved for small or compact cars only.

4. The number of parking spaces required for land or buildings used for two or more purposes shall be the sum of the requirements for the various uses, computed in accordance with Section X D.1 of this Ordinance.

5. Upon the determination of the Planning Commission, up to twenty-five (25) percent of the required parking area may be held in reserve. The reserve parking area shall be landscaped and maintained in a neat and orderly fashion. The reserve parking area shall remain as undeveloped space until:

- a. Such time as the parking is needed as a result of an expansion in business activity as determined by the Planning Commission; or
- b. The use changes to a more intensive use as determined by the Planning Commission.

E. Signs (as amended by Ord. No 17 of 1990; 9/26/90)

1. For the purposes of this Section, the provisions of Ordinance 12 of 1988, as it may be amended, of Cascade Charter Township shall apply except as follows:
  - a. No billboards, temporary or portable signs, banners, searchlights, loudspeakers, amplifiers or similar devices will be permitted in this PUD District.
  - b. One on-site temporary sign for the purpose of describing the building development, or advertising the sale or lease of a site or building shall be permitted to occupancy. The color, character and wording of the sign shall be prescribed by the Developer.
  - c. Signs may be illuminated, however, no intermittent or flashing illumination shall be permitted.
  - d. The use of equipment, vehicles, and other similar objects shall not be permitted for the purposes of advertising or signage.
  - e. For the purposes of this Section, in determining the types of signs permitted, the provisions of Section 6.06 of the Cascade Charter Township Sign Ordinance, as it may be amended, shall apply. All other general provisions of the Cascade Charter Township Sign Ordinance, as they may be amended, shall apply. (as amended by Ord. No. 15 of 1997; 12/3/1997)
2. No billboards, temporary or portable signs, banners, search lights, loudspeakers, amplifiers or similar devices will be permitted in this PUD District.
3. One on-site temporary sign for the purpose of describing the building development, or advertising the sale or lease of a site or building shall be permitted prior to occupancy. The color, character, and wording of the sign shall

be prescribed by the Developer. Such signs shall not exceed thirty-two (32) square feet.

4. Signs may be illuminated. However, no intermittent or flashing illumination shall be permitted.
5. Phase III may include the following signs as shown on an approved signage plan for Phase III:

. Three (3) large Twenty (20) foot tall, One Hundred Twenty-Five (125) square feet development signs.

b. One (1) Fifteen (15) foot tall, One Hundred (100) square foot subdivision sign.

c. One (1) Eight (8) foot tall, Thirty-Two (32) square foot free standing point of service signs for each commercial lot.

d. One (1) Eight (8) foot tall, Twelve (12) square foot free standing information sign for the buildings with a single tenant.”

#### F. Temporary Buildings –

1. No structure of a temporary nature; trailer, tent, or construction shack shall be constructed, placed or maintained on the Premises except accessory to and during construction of a permanent building or structure.
2. Approval of the temporary building or structure shall be required in advance by the Review Board. Under no circumstances shall the temporary building or structure be used primarily for advertising purposes.

#### G. Landscaping –

1. Every site upon which a building or structure has been placed shall be landscaped in accordance with plan and specifications approved by the Planning Commission. The entire building site, including curb parkways, shall be appropriately landscaped with grass, canopy and coniferous trees, shrubs and ground cover. Expansion areas shall be placed in grass and kept weed free. Any areas which become disturbed for any reason shall be restored in accordance with the original landscape plan unless approved otherwise in writing by the Planning Director. The proximity and adjacency of Multifamily residential uses to non-Multifamily residential uses within the Meadowbrooke Business Park Planned Unit Development, shall not require any additional buffering and/or landscaping between such uses and such buffering, landscaping and setbacks shall solely be governed by Section X.

2. Landscaping shall be installed within ninety (90) days of completion of the building or structure, unless permitted in writing by the Planning Director at a later date.

3. All landscaping shall be hardy plant materials and maintained thereafter in a neat and orderly manner. Withered and/or dead plant materials shall be replaced within a reasonable period of time but no longer than one growing season. All new trees used in a landscaped area shall have a minimum caliper of 1-3/4 inches.

4. Every effort shall be made to retain existing trees. Trees with a caliper of five (5) inches or more shall not be removed without written approval of the Planning Director.

5. Underground sprinkling systems shall be installed where necessary to service landscaped areas and such areas shall be neatly maintained, including mowing, fertilizing and pruning.

6. Parking and loading areas shall be landscaped and/or fenced, as shown on the approved landscape plan, in such a manner as to interrupt or screen said areas from view from access streets.

7. The perimeter lots or parcels which abut 52<sup>nd</sup> Street, 60<sup>th</sup> street, Kraft Avenue, Patterson Avenue, and Broadmoor Avenue, shall have a 15 foot wide bufferstrip along the road right-of-way that is landscaped with:

a. A minimum of five (5) canopy or coniferous trees per one hundred (100) linear feet; and

b. A minimum of fifteen (15) shrubs per one hundred (100) linear feet.

The landscaping within the bufferstrip may be clustered to achieve the maximum aesthetic and screening capabilities of the selected plant materials. An undulating berm not exceeding six (6) feet and a 3:1 slope may be permitted within the required bufferstrip. Placement of landscaping under this subsection shall be in accordance with Section X.G.2 of this Ordinance.

H. Outside Storage Areas – Outside storage areas which are a permitted use must be specifically approved by the Planning Commission and shall be effectively screened from view as required by Section X.G. and which shall not be required to be setback from any property line by more than one hundred (100) feet

I. Curb Cuts – No permanent individual use curb cuts shall be permitted on Broadmoor Avenue. Individual curb cuts on the perimeter roads (ie. 52<sup>nd</sup> Street, 60<sup>th</sup> Street, Kraft Avenue and Patterson Avenue) shall be permitted at intervals of not less than three hundred (300) feet. Shared driveways shall be utilized where reasonably possible to minimize the number of curb cuts. Curb cuts on roads within the Premises shall, to the extent reasonably possible, be aligned with curb cuts on the opposite side of such roads.

J. Design Standard Modifications – The design standards contained herein may be amended by the Planning Commission. Such modifications may only be considered upon the finding of the Review Board that the change will result in a project that is in keeping with the purpose and intent of this PUD Ordinance.

K. Water and Sewer Service – Public water and sewer service must be available to a building site before approval of a site plan can be obtained. All buildings and structures located within the Meadowbrooke Business Park PUD shall be connected to public water and sewer systems.

L. Meadowbrooke Phase II Infrastructure.

In connection with site plan approvals for Meadowbrooke Phase II, the Developer of Meadowbrooke Phase II shall:

- (1) Assure that drainage of Meadowbrooke Phase II is established as required by the Township's Storm Water Drainage Ordinance and/or the Kent County Drain Commission;

- (2) As required by Section X K hereof, public water and sewer service must be available at a building site before approval of a site plan can be obtained; and be developed in accordance with the Township's utility plan as laid out by the Township engineer; and
- (3) include the location of curb cuts and roads in accordance with this Ordinance.

**M. Meadowbrooke Phase III Infrastructure.**

In connection with site plan approvals for Meadowbrooke Phase III, the Developer of Meadowbrooke Phase III shall:

- (1) Assure that drainage of Meadowbrooke Phase III is established as required by the Township's Storm Water Drainage Ordinance and/or the Kent County Drain Commission;
- (2) As required by Section X K hereof, public water and sewer service must be available to a building site before approval of a site plan can be obtained; and be developed in accordance with the Township's utility plan as laid out by the Township engineer; and
- (3) include the location of curb cuts and roads in accordance with this Ordinance .

**SECTION XI. SUBDIVISION PLATTING. (amended by Ord. No. 10 of 2003; 6/25/03)**

**A. Subdivision or Platting.**

(1) The entire Premises shall be either (a) platted in accordance with the Michigan Subdivision Control Act. , or (b) established as one or more site unit condominiums in accordance with the Township's Site Unit Condominium Ordinance and the Michigan Condominium Act. Subject to the minimum areas specified in Section X A.1. hereof, the Developer may also divide portions of Meadowbrooke Phase II or Meadowbrooke Phase III by land division or property line reconfigurations pursuant to the Michigan Land Division Act (each such parcel is referred to as a "Land Division Parcel").

(2) Should future market conditions require smaller lots, the Developer may request approval from the Township Board (and the Township Board shall not unreasonably withhold approval) to split any platted lot or site condominium unit. No more than a total of three (3) platted lot splits or site condominium splits resulting in a lot of less than two (2) acres shall be approved by the Township Board within (a) Meadowbrooke Phase I, or (b) Meadowbrooke Phase II, or Meadowbrooke Phase III during a calendar year.

(3) If Developer shall (i) request the Township to approve the split of any platted lot or site unit condominium in accordance with Subsection A(2) above, or (ii) if Developer shall request approval by the Township for a Land Division Parcel with a minimum size of twenty five (25) acres, as permitted by Section X A.1. (b) hereof, then notice of a public hearing shall be given to

surrounding property owners within five hundred (500) feet. The notice shall be mailed no later than seven (7) days prior to the date of the public hearing to surrounding property owners.

**B. Dedication of Public Facilities.** This development shall include the dedication of public streets, utilities and certain required sites for public facilities. These properties and/or facilities including water and sewer services on the Premises, shall be constructed and installed by the Developer at their expense and deeded to the appropriate State, County, or Township agency without cost. Notwithstanding the above requirement the Developer shall not be obligated to pay for any oversizing of utilities (sewer and water) which is required to serve areas outside of the Premises.

**C. Common Areas** – The Developer shall incorporate common areas (i.e. theme entrances, landscape islands, traffic circles, etc.) in the development layout at its cost. At the time of platting, landscaping plans shall be submitted to the Township for their approval. Plans for signs, street lighting and other street furniture items shall be submitted to the Township for their record.

## SECTION XII. FIRE PROTECTION.

The Developer agrees to donate a two (2) acre site located in the Premises, which site borders upon either 52<sup>nd</sup> Street or within six hundred (600) feet of 52<sup>nd</sup> Street on Kraft Avenue, for the purpose of providing a capital base to the Township for the provision of fire service to the southwest portion of the Township, including the Premises. This site will be identified in the Meadowbrooke Corporate Center Plat Number 1. Conveyance of title to this two (2) acre site will take place within sixty (60) days following groundbreaking for building construction in any subsequent phase of this development. In addition, prior to conveyance of title, the Developer will cause to have completed a study to determine the preferred method of providing fire protection to the southwest portion of the Township. The Developer agrees that the Township is not required to use the donated site for the location of a fire facility and may sell the site and use the proceeds to provide a facility at another site or to provide fire protection by another method, so long as the Premises are served by the facility which is constructed or by the services which are provided. If a special assessment district is established for fire protection service which includes the Premises, the Developer agrees to pay its prorata share of the assessment less a credit for the value of the donated land. The value of the donated land shall be determined by an independent appraisal or as otherwise agreed to by the Developer and the Township.

## SECTION XIII. IMPROVEMENTS; PERFORMANCE GUARANTEE

To insure compliance with this Ordinance and any conditions herein, Cascade Township shall require the Developer to submit a surety bond or irrevocable letter of credit to be determined by the Township Board within 60 days of the effective date of this Ordinance. This surety bond or letter of credit shall be used by the Township to recover expenditures associated with planning and development activities of the Premises, including, but not

limited to, the engineering, legal, and infrastructure costs which may become the liability of the Township.

The Township shall not draw upon the surety bond or letter of credit unless Meadowbrooke Associates fails to promptly reimburse the Township for such billed expenses, within ninety (90) days, following the billing date.

SECTION XIV. CONCEPTUAL MASTER DEVELOPMENT PLAN (amended by Ord. No. 8 of 2014; 11/5/14)

The Meadowbrooke Phase I shall conform in as much as reasonably possible with the Township Supervisor on February 8, 1988. The Developer has provided the Township with an updated conceptual master development plan for Meadowbrooke Phase II and Development Parcel 1, prepared by Moore & Bruggink dated August 28, 2014 (the "Meadowbrooke Phase II Concept Plan"). In the development of Meadowbrooke Phase II, the Developer shall not be limited by specific road alignments and utility locations as shown on the Meadowbrooke Phase II Concept Plan, but shall either conform as much as reasonably possible with the Meadowbrooke Phase II Concept Plan or with an alternative master plan for Meadowbrooke Phase II as shall be approved by the Township.

SECTION XV. EFFECTIVE DATE.

Section 2. Effective Date

This PUD Ordinance amendment shall become effective upon publication in the Grand Rapids Press, a newspaper of general circulation within the Township of Cascade.

Section 3. Effect.

The Cascade Charter Township Zoning Ordinance as amended, and the remainder of the Ordinance "2 of 1988, as amended, except as otherwise expressly amended herein, shall remain in full force and effect.

The foregoing Ordinance was offered by Board Member Koessel, supported by Board Member Slater. The roll call vote being as follows:

Yeas: Lewis, Slater, Beahan, Koessel, Peirce, Shipley  
Nays: None  
Absent: MacDonald

\_\_\_\_\_  
Cascade Charter Township Deputy Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the 14<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Cascade Charter Township Deputy Clerk



August 1, 2017  
Project No. G080322

Mr. Steve Peterson  
Cascade Charter Township  
2865 Thornhills Avenue, SE  
Grand Rapids, MI 49546-7192

Re: Towneplace Suites/Holiday Inn Express & Suites  
Site Plan Review

Dear Steve:

We have reviewed the site plan for Towneplace Suites/Holiday Inn Express & Suites, located at 4834 and 4888 Town Center Drive, prepared by Bud Design and Engineering Services, Inc. The current site plan and the basis of this review are dated July 13, 2017. The proposed project is two new 4-story hotels including parking lot, storm sewer improvements, water and sanitary sewer utilities, and associated site improvements. The site is located in the Plaster Creek watershed, sub-drainage district Meadowbrooke and 60th Street.

## Stormwater and Drainage

### Flood Control

The proposed project is a new development, so all improvements shall comply with the requirements of the Cascade Charter Township (Township) Stormwater Ordinance (SWO). The site is located in Stormwater Management Zone B, which requires detention of the 25-year storm event and a direct connection (overland or underground) for all stormwater runoff that will be discharged from and through the development site in a 100-year storm event. The SWO also requires the first 0.5-inch of stormwater runoff be detained and released over a 24-hour period.

The site is partially located in the Meadowbrooke South Drainage District where regional stormwater detention is available. An existing regional stormwater detention basin is located just to the north and east of the site. However, the applicant is proposing to detain all stormwater runoff from the site and discharge it to the south to the Wenger and Nulty Drain, a Kent County drain.

The proposed stormwater management design includes an underground detention system consisting of 72-inch corrugated metal pipe. The detention system is sized for the 25-year storm event. All stormwater runoff from the impervious areas of the site will be captured and conveyed to the underground detention system.

An outlet control structure is located at the outlet from the detention system and is sized to restrict the release to 0.13 cfs/acre, in accordance with the SWO. The outlet structure is connected to an existing storm sewer located in Town Center Drive and ultimately discharges to the Wenger and Nulty Drain.

### Water Quality Control

The SWO requires the first 0.5 inch of stormwater runoff be detained and infiltrated where conditions permit, or released over a 24-hour period. The applicant is proposing to install two mechanical vortex separator units at the inlet to the underground detention system to capture and store sediment, trash, and debris. Calculations were provided showing the vortex units are adequately sized for the site. This requirement has been satisfied.

### Stormwater Runoff

The applicant provided stormwater calculations to size the underground detention system. All stormwater runoff from the impervious areas of the site will discharge to the underground system. Therefore, the site will not see an increase in rate of stormwater leaving the site.

Z:\2008\080322\WORK\CORR\LT\_PETERSON\_TOWNEPLACESUITES\_2017\_0801.DOCX



## Drainage Plan

The applicant has submitted drawings, calculations, and additional documentation as required in the SWO Section 2.03, Drainage Plan. Please refer to the included checklist for items and comments on each item. Please note a maintenance agreement is required before construction begins. The agreement should be submitted to the Township for review. The maintenance agreement and plan should include at a minimum cleaning of catch basin sumps and the mechanical vortex separator units.

## Utilities

No new public water or sanitary sewer mains are proposed for the development. Water service, fire protection lines, and sanitary sewer laterals will connect to existing public utility mains located in Town Center Drive. City permits will be required for the water and sanitary sewer connections prior to construction taking place.

## Soil Erosion and Sedimentation Control

Soil Erosion and Sedimentation Control (SESC) measures are provided on the plan drawings. The applicant has included silt fence along the limits of disturbance, silt sacks in new catch basins, and a construction tracking mat at the entrance to the site. SESC falls under the review and approval of the Kent County Road Commission and a permit is required before construction can begin. The SESC measures indicated on the drawings appear appropriate given the expected work.

## Wetlands

The proposed development will impact areas of wetlands located onsite. The applicant has stated a permit application has been submitted to the Michigan Department of Environmental Quality (MDEQ) for the proposed project. A permit from the MDEQ will be required prior to construction taking place.

## Summary

The proposed stormwater design meets the Township SWO requirements for new developments. The applicant will need to apply for and obtain a number of permits (SESC, MDEQ, and water/sanitary sewer from the City) prior to beginning construction. We recommend approval of the site plan from an engineering standpoint.

If you have any questions or require additional information, please contact me at 616.464.3786 or [nrtorrey@fitch.com](mailto:nrtorrey@fitch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read 'N. Torrey'.

Nathan R. Torrey, PE

jlk  
Attachment  
By email



**Cascade Charter Township**

Storm Water Ordinance, Ordinance 7 of 2002, as amended by Ordinance No. 2 of 2008, 5/14/2008

*Reviewing Engineer Comments are Italicized*

*OK – Received and Acceptable*

*NA – Not Applicable*

*NR – Not Received, Needs Follow-up, See Comments*

**Towneplace Suites/Holiday Inn Express & Suites**

Drainage Plan Checklist

- OK (1) Location of the development site and water bodies that will receive storm water runoff  
*All stormwater runoff from the site is collected in an underground detention basin.*
  
- OK (2) Existing and proposed topography of the development site, including the alignment and boundary of the natural drainage courses, with contours having a maximum interval of one foot (using USGS datum). The information shall be superimposed on the pertinent Kent County soil map  
*Existing and proposed contours have been provided.*
  
- OK (3) Development tributary area to each point of discharge from the development  
*Stormwater calculations and tributary areas were provided by the applicant.*
  
- OK (4) Calculations for the final peak discharge rates  
*Applicant provided calculations in design of the onsite storm sewer system and underground detention system.*
  
- OK (5) Calculations for any facility or structure size and configuration  
*Stormwater runoff calculations were provided by the applicant.*
  
- OK (6) Drawing showing all proposed storm water runoff facilities with existing and final grades  
*The applicant provided a utility plan showing all proposed stormwater runoff facilities.*
  
- OK (7) The sizes and locations of upstream and downstream culverts serving the major drainage routes flowing into and out of the development site. Any significant off-site and on-site drainage outlet restrictions other than culverts should be noted on the drainage map  
*The drainage map did not indicate any major offsite drainage routes flowing into the site.*
  
- OK (8) An implementation plan for construction and inspection of all storm water runoff facilities necessary to the overall drainage plan, including a schedule of the estimated dates of completing construction of the storm water runoff facilities shown on the plan and an identification of the proposed inspection procedures to ensure that the storm water runoff facilities are constructed in accordance with the approved drainage plan  
*A construction schedule was included on the plans.*
  
- OK (9) Plan to ensure the effective control of construction site storm water runoff and sediment track-out onto roadways  
*The SESC measures shown on the plan appear appropriate given the expected work. SESC falls under the review and approval of the KCRC and a permit is needed before construction can begin.*



- OK (10) Drawings, profiles, and specifications for the construction of the storm water runoff facilities reasonably necessary to ensure that storm water runoff will be drained, stored, or otherwise controlled in accordance with this ordinance  
*The applicant provided calculations and design details for construction of the onsite storm sewer system.*
- NR (11) Maintenance agreement, in form and substance acceptable to the Township, for ensuring maintenance of any privately owned storm water runoff facilities. The maintenance agreement shall include the developer's written commitment to provide routine, emergency, and long-term maintenance of the facilities and, in the event that the facilities are not maintained in accordance with the approved drainage plan, the agreement shall authorize the Township to maintain any on-site storm water runoff facility as reasonably necessary, at the developer's expense  
*Maintenance agreement was not provided and is required.*
- OK (12) Name of the engineering firm and the registered professional engineer that designed the drainage plan and that will inspect final construction of the storm water runoff facilities
- NA (13) All design information must be compatible for conversion to Grand Valley Regional Geographic Information System (REGIS)  
*This is a privately owned system and will not be uploaded to REGIS.*
- OK (14) Other information necessary for the Township to verify that the drainage plan complies with the Township's design and performance standards for drains and storm water management systems

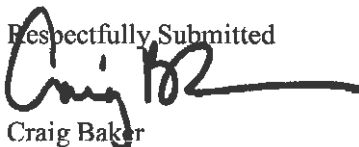
Minutes  
MEADOWBROOKE BUSINESS PARK  
REVIEW BOARD MEETING

Date: July 28, 2017  
Place: First Companies Office. 4380 Brockton Ave SE, GR 49512 – Phone & Email.  
Present: Review Board: Craig Baker, Steve Delanoy, Jon Loux, Chuck King.  
Plans: Plan packet from Bud Design & Engineering: 7/13/17. Including: Civil (C3.0), Site Lighting (C3.1), Landscaping (L1.0), Exterior Elevations of four pages submitted A200 & A201.  
This project represents two hotels: a four story Holiday Inn Express (114 rooms), and a four story Townplace suites (102 rooms).

1. Site Plan Review
  - a. Site plan reviewed.
  - b. Ingress/Egress: All ingress/egress is proposed via a single drive which aligns with the Town center drive & the Town center court intersection.
  - c. Utilities: No detail provided. All gas/electric/IT connections to buildings to be placed discretely to not provide a prominent view from the street and/or have landscape screening installed.
  - d. Setbacks: noted and approved per plan.
  
2. Building
  - a. Construction Materials/Architecture. The proposed building elevations provide a very good mix of a variety of exterior materials – approved as submitted.
  - b. Elevations: See note above.
  - c. Roof: Approved as submitted.
  - d. Roof Drainage – Downspouts/Gutters: Approved as submitted.
  - e. Parking/Asphalt Requirements: Approved as submitted.
  - f. Curb/Gutter/Sidewalks: Approved as submitted.
  - g. Loading Areas: Approved as submitted.
  - h. HVAC Equipment: The buildings will have rooftop equipment and wall mounted units. Rooftop units to be screened to the best possible extent, wall units to have vent profile and colors selected to minimize visual impact at building exterior elevations.
  - i. Exterior lighting for building and parking areas approved, subject to compliance with Cascade ordinance.
  - j. Landscaping/Berms/Fencing: The applicant has provided an extensive landscaping plan providing screening for dumpsters and accent landscaping to the proposed buildings. Approved as submitted.
  - k. Snow Removal Plan: Acceptable.
  - l. Signs: Subject to Township ordinance. Locations approved as submitted.
  - m. Construction Staging/Ingress, Egress/Clean-up. All construction traffic to occur at a location that minimizes impact to Town Center drive & Town Center Court traffic. The road is to be swept regularly of dirt and debris during the entire construction project.
  - n. Dumpster location. Acceptable.

The plans were approved per the notes above by the Meadowbrooke review board.

Respectfully Submitted



Craig Baker

## STAFF REPORT

TO: Cascade Charter Township Planning Commission  
FROM: Steve Peterson, Community Development Director  
REPORT DATE: July 31, 2017  
MEETING DATE: August 7, 2017  
CASE: #17-3392/ Freedom Reins Farm

### GENERAL INFORMATION

- A. Applicant: Jim Morgan RJM Design  
1971 East Beltline Ave  
Suite 217  
Grand Rapids MI 49525  
Telephone: 336-6071  
Email: [jmorgan@rjm-design.com](mailto:jmorgan@rjm-design.com)
- B. Status of Applicant: designer for owner
- C. General Location: The property is located on the north side of 52<sup>nd</sup> st just east of Whitneyville Ave.
- D. Requested Action: develop into 13 detached single family site condominium project.
- E. Existing Zoning on Subject Parcels: ARC
- F. Zoning on Adjoining Parcels: ARC
- G. Parcel Size: Approximately 43 acres
- H. Existing Land Use on Subject Parcel: Vacant
- I. Adjacent Area Land Uses:
- |       |   |             |
|-------|---|-------------|
| North | - | I-96        |
| East  | - | Residential |
| South | - | Residential |
| West  | - | Residential |

## STAFF ANALYSIS

- A. The applicant is requesting Sketch Plan Review in order to develop a new subdivision on approximately 43 acres for a Site Condominium project called Freedom Reins. This subdivision would consist of 13 single-family site condo units.
- B. The property is zoned ARC, and is Master Planned as Suburban Residential.
- C. The applicant has drawn a sketch plan showing how the property could be developed with 13 lots using 50% open space with a minimum of 50,000 sq ft per lot.
- D. The development will be served by wells and septic. They will need approval from the KCHD. The project is inside the utility service boundary but is miles away from any existing sewer/water lines.
- E. The applicant is attempting to do this subdivision “by-right” and therefore does not need to rezone the property. The applicant will demonstrate how they meet the subdivision ordinance as the project proceeds.
- F. The open space that is being provided is mainly located along the rear of the property adjacent to I-96.
- G. The development will be utilizing private streets. The developer will need to comply with our private street ordinance as well as the KCRC for the names of the streets. The location of the curb cut will also need to be approved by the KCRC.
- H. The Township Engineer will need to approve the storm water plan.
- I. No sidewalks are planned for the project, and would not connect to any planned or future pathways.
- J. Since the applicant has yet to submit all of the required information for preliminary tentative approval, we are reviewing this as a sketch plan only. Once all of the required information is submitted it will be scheduled for preliminary tentative approval.

Attachments: Site Plan  
Application  
Location Map

# SITE PLAN REVIEW PROCESS



## Planning & Zoning Application

**APPLICANT:** Name: Jim Morgan, RJM Design Inc.  
Address: 1971 East Beltline Ave. NE, Suite 217, Grand Rapids, MI 49525  
Telephone: (616) 336-6071 Ext.21  
Facsimile: Email: jmorgan@rjm-design.com

**OWNER:\*** Name: Freedom Reins Farms, LLC  
Address: 8613 52nd Street SE  
Telephone: \_\_\_\_\_  
Facsimile: Email: tarodoug@gmail.com

(\*If different from the Applicant)

NATURE OF THE REQUEST (Please check the appropriate box or boxes)	
<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Administrative Site Plan Review
<input type="checkbox"/> Deferred Parking	<input type="checkbox"/> P.U.D. – Rezoning **
<input type="checkbox"/> P.U.D. – Site Condominium **	<input type="checkbox"/> Rezoning
<input type="checkbox"/> Site Plan Review **	<input type="checkbox"/> Sign Variance
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Subdivision Plat Review **
<input type="checkbox"/> Zoning Variance	<input checked="" type="checkbox"/> Other: Site Condominium Subdivision

(\*\*Requires an initial submission of 5 copies of the completed site plan)

### BRIEFLY DESCRIBE YOUR REQUEST:\*\*\*

This project proposes Thirteen (13) Site Condominium Units under the Township's Subdivision Ordinance utilizing the 50% Preserved Private Open Space provision. Each unit is greater than 50,000 square feet and has a minimum lot width of 115 feet. A 997 foot long Private Street with a cul-de-sac is proposed.

(\*\*\*Use Attachments if Necessary)

# SITE PLAN REVIEW PROCESS



### LEGAL DESCRIPTION OF PROPERTY\*\*\*:

The East 1/2 of the West 1/2 of the SE 1/4, also the North 66 feet of the West 1/2 of the West 1/2 of the SE 1/4, also part of the NE 1/4 of the SW 1/4, described as commencing at the Center of section; thence West along the East-West 1/4 line to the centerline of Whitneyville Avenue; thence SE'y along said Avenue 526 feet; thence NE'y perpendicular to the centerline of said Avenue 141 feet; thence NW'y parallel with said centerline to a point 66 feet South from said East-West 1/4 line; thence East parallel with said East-West 1/4 line to the North-South 1/4 line; thence North to Beginning, Section 26, T6N, R10W, Cascade Township, Kent County,

(\*\*\*Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19-26-400-015

ADDRESS OF PROPERTY: 8585 52nd Street SE

PRESENT USE OF THE PROPERTY: Vacant

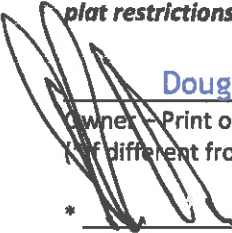
### NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:


Name(s)	Address(es)
<u>Freedom Reins Farms, LLC</u>	<u>8613 52nd Street SE</u>

### SIGNATURES

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.*

*I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)*

  
Doug Lee  
Owner – Print or Type Name  
(\*If different from Applicant)  
\*  
\_\_\_\_\_  
Owner's Signature & Date  
(\*If different from Applicant)

Jim Morgan  
Applicant – Print or Type Name  
  
Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU!

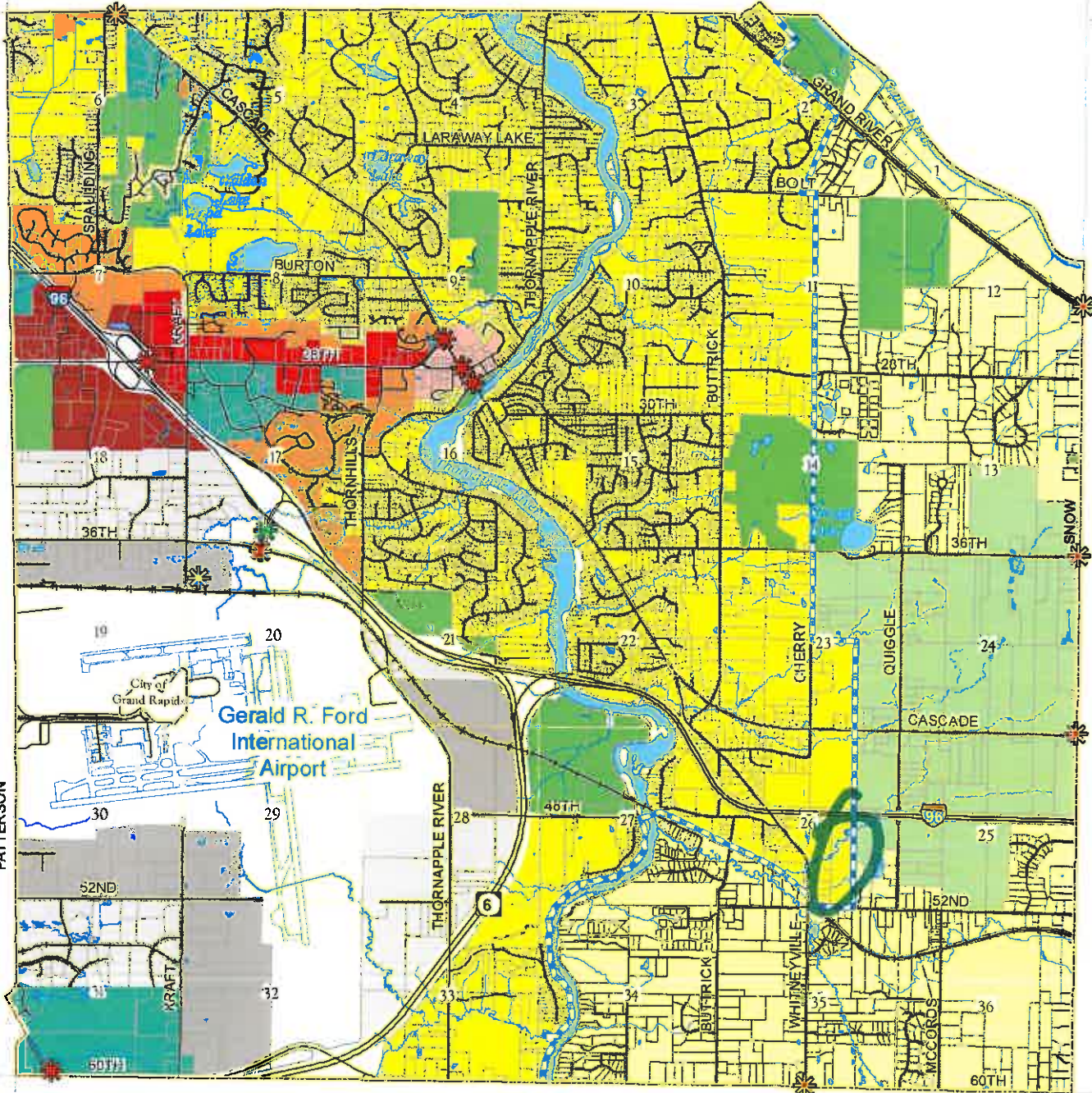


Ada Twp

City of Kentwood

Lowell Twp

Caldonia Twp



# Cascade Charter Township

Kent County, Michigan

## Map 15 Future Land Use

### Legend

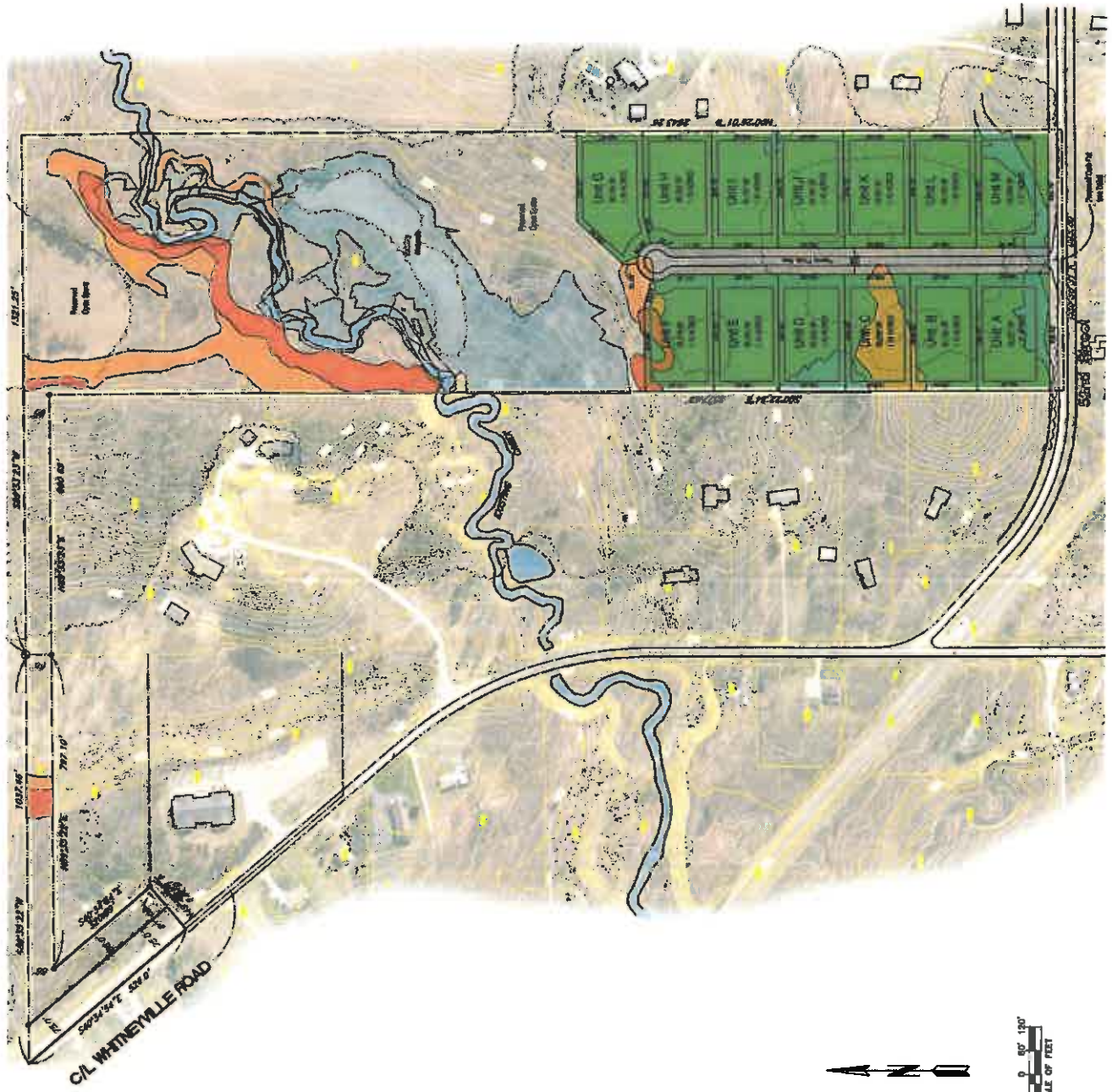
- Gateway Feature
- Park 'n' Ride
- Rail Station
- Utility Service Area
- Farmland Preservation
- Rural Residential
- Suburban Residential
- Community Residential
- Village Commercial
- General Commercial
- Highway Commercial
- Mixed Use
- Heavy Industrial
- Light Industrial
- Community Facility / Golf Course



**Williams & Works**  
 Environmental Engineering  
 6200 Killebrew Avenue, Suite 100  
 Grand Rapids, Michigan 49508  
 Phone: 616.234.1991  
 Fax: 616.234.1992  
 www.williamsandworks.com

**Williams & Works**  
 Environmental Engineering  
 6200 Killebrew Avenue, Suite 100  
 Grand Rapids, Michigan 49508  
 Phone: 616.234.1991  
 Fax: 616.234.1992  
 www.williamsandworks.com

April 22, 2009



**Development Summary:**

Site Address:	8855 52nd Street, Cascade Township, Kent County, Michigan
Total Lot Area:	63.63 Acres
Public Street, DED:	-0.00 Acres
Private Street, Estimated:	-1.01 Acres
Total Wetlands:	-7.29 Acres
Total Wetlands Slope Area:	-1.04 Acres
Total Slope Area:	-3.88 Acres
Total Developable Area:	50.32 Acres
Private Open Space:	16.30 Acres
Proposed Lots (10):	15.32 Acres 117,762 Sq. Ft.
Minimum Lot Area:	50,000 SF
Minimum Lot Width:	110 Feet
Private Street Length:	937 Linear Feet

**Legend:**

- Property Line
- Utility Curb
- Utility Wetlands (Proposed by MDEQ)
- Utility Tree
- Utility Curbstone
- Utility Slope Area (Greater than 2%)
- Utility Wetlands Slope Area (Between 1% & 2%)
- Utility SWI
- Proposed Private Street DED
- Proposed Development Unit
- Proposed Utility Submain
- Proposed Lot SWI
- Site Total SWI (46,337 Sq. Ft.)



**Proposed Site Condominium Subdivision**  
**Freedom Reins Farms, LLC**  
 8855 52nd Street, Cascade Township, Kent County, Michigan

NO.	DATE	BY	REVISION

PROJECT NUMBER  
**16034**  
 SHEET NAME  
**Site Plan**  
 SHEET NUMBER  
**C-101**







**STAFF REPORT**

TO: Cascade Charter Township Planning Commission  
FROM: Steve Peterson, Community Development Director  
REPORT DATE: August 1, 2017  
MEETING DATE: August 7, 2017  
CASE: #17-3395/Remark Real Estate PUD rezoning

**GENERAL INFORMATION**

- A. **Applicant:** Restaurant Holdings LLC  
45 Ottawa Ave  
Suite 600  
Grand Rapids MI 49503
- B. **Status of Applicant:** Developer - purchaser
- C. **General Location:** NW corner of 28<sup>th</sup> st and Northern Industrial Dr.
- D. **Requested Action:** Rezone the property to a Planned Unit Development to allow two separate buildings.
- E. **Existing Zoning on Subject Parcels:** B2, General Business
- F. **Zoning on Adjoining Parcels:**  
N – B2  
S – PUD 76  
E – ES  
W – B2
- G. **Parcel Size:** Approximately 2.8 acres
- H. **Existing Land Use on Subject Parcel:** two restaurants in one building.
- I. **Adjacent Area Land Uses:**  
North - commercial  
East - McDonalds  
South - Waterfall Shoppes  
West - Auto parts store

**STAFF ANALYSIS**

- A. The applicant is requesting Basic Plan Review in order to develop the site into two separate restaurants.
- B. Currently an occupied IHOP and an unoccupied Don Julio restaurant are on site.
- C. They would like to maintain the IHOP portion of the building and remove the Don Julio portion of the building to accommodate a new Wendy's restaurant.
- D. The site was originally developed in 2002 and allowed for one large building that could meet our requirements and allow for two restaurants sites. Much like a strip mall has multiple uses.
- E. The proposal now would allow two small restaurants on their own parcel. This change would require several exceptions from our ordinance requirements, which seems to be driven by the need to have a drive thru.
- F. The site has adequate parking for the two proposed restaurants. A total of 162 parking spaces are planned and 81 would be required. The total sizes of the buildings are roughly the same as it was when it was one building. The purchase agreement includes a shared parking agreement although it is a little unclear if it includes all of the parking on the property. This should be clarified.
- G. The township did hold a meeting with the property owners in the area to see what type of interest they had in making Northern Drive a public road. The DDA has it on their plan to assist with traffic flow in the area. The plan would include a connection and extension of Starr St to make this happen. If the plan were to move forward I would insist on an agreement that they participate in a SAD for the extension and conversion of the road to connect to Starr St and become public.
- H. They also show an addition curb cut to Northern drive with a right in only movement. This would also require an exception.
- I. The plan also shows a new sidewalk along Northern Industrial Dr.
- J. The new plan does not meet some of the underlying zoning regulations. These deviations from the ordinance are:

	Underlying zoning	Proposed	Comments
Parcel Size	Minimum of 3 acres	IHOP 1.24 acres Wendy's 1.63 Acres	We have allowed other outlots on smaller than 3 acres, if satisfied with the rest of the development. Most recently the Christian Brothers project in front of the Meijer store and the new Taco bell site.
Setbacks	100 foot front	55 foot front	The proposed front setback (from

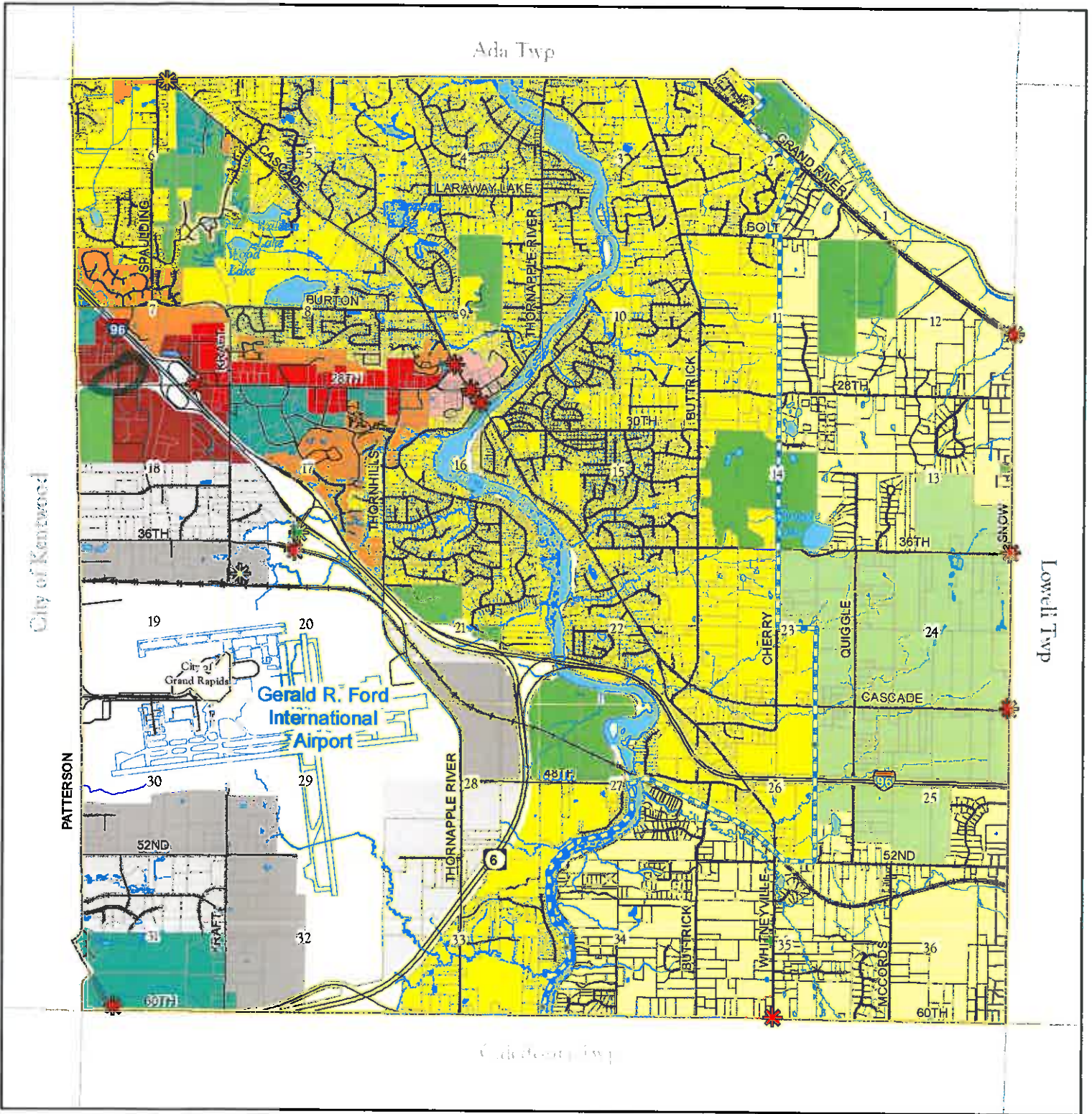
		setback for Wendy's from Northern Ind Dr	Norther Ind Dr.) does not comply as the result of going to a separate building.
Signs	25 feet	20 feet	New sign location shows it at 20 feet as opposed to 25 feet. No plan for signage at this point beyond that.
Curb cut	150 feet	50 feet	Appears to be driven by the traffic flow need of the drive through

- K. The Master Plan designation for this property is Highway commercial. This designation is in line with the B2 zoning district.
- L. Storm water will have to be reviewed by the engineer to make sure it is in compliance.
- M. The applicant has submitted this package as required by Section 16.05 (2) of the Zoning Ordinance for Basic Plan Review.
- N. If you find that all of the procedural information has been provided, this application should proceed to a public hearing and consideration of a Preliminary Development Plan. It will be at that stage of the review process that the *merits* of the request will be considered and the detailed site plans will be required and reviewed.

Before proceeding to the Preliminary Development plan review (Public Hearing), I would recommend that the Planning Commission address the following:

1. Elimination of the new curb cut.
2. Have the applicant provide the required site plan information.
3. Approval from the township engineer for storm water.
4. Provide a sign plan.
5. Clarify shared parking to include all of the parking on the property.
6. **Agree** to participate in a SAD for the extension and conversion of the road to connect to Starr St and become public.

Attachments:      Application  
                               Site plan



# Cascade Charter Township

Kent County, Michigan

## Map 15 Future Land Use

### Legend

- Gateway Feature
- Park 'n' Ride
- Rail Station
- Utility Service Area
- Farmland Preservation
- Rural Residential
- Suburban Residential
- Community Residential
- Village Commercial
- General Commercial
- Highway Commercial
- Mixed Use
- Heavy Industrial
- Light Industrial
- Community Facility / Golf Course

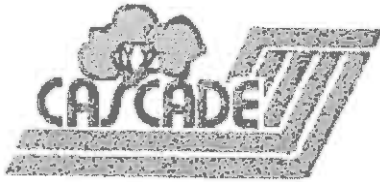


**WILLIAMS & WORKS**  
 Planning & Engineering  
 41425 E. 19th Street, Suite 100  
 Grand Rapids, MI 49508  
 Phone: (616) 941-1900  
 Fax: (616) 941-1901  
 www.williamsandworks.com

**Williams & Works**  
 Planning & Engineering  
 41425 E. 19th Street, Suite 100  
 Grand Rapids, MI 49508

April 22, 2009





# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan  
49546-7140

## PLANNING & ZONING APPLICATION

**APPLICANT:** Name: Restaurant Holdings, LLC  
Address: 45 Ottawa AVE SW, SUITE 600  
City & Zip Code: Grand Rapids, MI 49503  
Telephone: 616-775-2600  
Email Address: abesmer@mhgi.net

**OWNER: \* (if different from Applicant)**  
Name: Remark Real Estate, LLC  
Address: 2500 Breton Woods Drive SE, # 2063  
City & Zip Code: Grand Rapids, MI 49512  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)			
<input type="radio"/>	Administrative Appeal	<input type="radio"/>	Administrative Site Plan Review
<input type="radio"/>	Deferred Parking	<input checked="" type="checkbox"/>	P.U.D. - Rezoning *
<input type="radio"/>	P.U.D. -> Site Condominium *	<input type="radio"/>	Rezoning
<input checked="" type="checkbox"/>	Site Plan Review *	<input type="radio"/>	Sign Variance
<input checked="" type="checkbox"/>	Special Use Permit (Drive Through)	<input type="radio"/>	Subdivision Plat Review *
<input type="radio"/>	Zoning Variance	<input type="radio"/>	Other: _____ *

*\* Requires an initial submission of 5 copies of the completed site plan*

### BRIEFLY DESCRIBE YOUR REQUEST: \*\*

Demolish the former Don Julio's restaurant and construct a stand alone Wendy's restaurant with drive through. Property will be split into 2 parcels through PUD process.

(\*\*Use Attachments if Necessary)

-SEE OTHER SIDE-

**LEGAL DESCRIPTION OF PROPERTY\*\*:**

See ALTA survey

(\*\*Use Attachments if Necessary)

**PERMANENT PARCEL (TAX) NUMBER:** 41-19 07-376-042 and 07-376-601

**ADDRESS OF PROPERTY:** 5039 28th Street, SE

**PRESENT USE OF THE PROPERTY:** 2 restaurants connected as a single principal structure

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR  
EQUITABLE INTEREST IN THE PROPERTY:**

**Name(s)**

**Address(es)**

Hospitality Holdings, LLC

405 South Mission Street Mt. Pleasant, MI 48858

**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.*

*I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)*

See purchase agreement  
Owner - Print or Type Name  
(\*If different from Applicant)

\_\_\_\_\_  
Owner's Signature & Date  
(\*If different from Applicant)

Gary A. Rose, Manager  
Applicant - Print or Type Name  
[Signature] 7/12/17  
Applicant's Signature & Date

**PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET - THANK YOU**

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**5039 28<sup>th</sup> ST SE, Cascade Township, MI 49546**

**Parcel # 41-19-07-376-042,**

**by and between**

**Restaurant Holdings, LLC,  
a Michigan limited liability company,**

**as Buyer**

**and**

**Remark Real Estate, LLC,  
a Michigan limited liability company,**

**as Seller**

**and**

**Hospitality Holdings, L.L.C.  
a Michigan limited liability company,**

**as Lessee**

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "Agreement") is made this \_\_\_ day of April, 2017, (the last date of execution of this Agreement by Buyer and Seller being the ("Effective Date") by and between Restaurant Holdings, LLC, a Michigan limited liability company ("Buyer"), whose address is 43 Ottawa Avenue SW, Suite 600, Grand Rapids, Michigan 49503, Remark Real Estate, LLC ("Remark" or "Seller"), a Michigan limited liability company whose address is 2500 Breton Woods Drive SE, #2063, Grand Rapids, MI 49512, and Hospitality Holdings, L.L.C., a Michigan limited liability company, whose address is 405 South Mission Street, Mt. Pleasant, Michigan 48858 ("Hospitality").

### RECITALS

A. Remark is the fee simple owner of the approximately 3.3 acre-parcel of land generally located at 5039 28<sup>th</sup> Street SE in the Township of Cascade, County of Kent, State of Michigan identified as Parcel #41-19-07-376-042, described on the attached Exhibit A (the "Legal Description"), and depicted on the attached Exhibit B (the "Land").

B. Hospitality is the Lessee under a Lease Agreement with Remark dated February 26, 2002 (the "Lease"), whereby Hospitality has leased the Land and has installed buildings and other improvements thereon.

C. Hospitality has subleased a portion of the Land to IHOP Properties, Inc., a California corporation ("IHOP") pursuant to a Sublease dated February 26, 2002 (the "IHOP Sublease").

D. The Land and the buildings and improvements thereon, but subject to the rights of IHOP under the IHOP Lease, are referred to herein as the "Premises".

E. Buyer desires to purchase, and Seller desires to sell all Seller's right, title, and interest in and to the Premises, subject to the rights of IHOP under the IHOP Sublease.

F. Seller acknowledges that Buyer intends to develop the westernmost portion of the Premises as a standalone Wendy's restaurant with drive-thru facilities as approximately shown on Exhibit C (the "Proposed Development").

G. Hospitality is a party to this Agreement solely for the purposes of (i) agreeing at Closing, as defined below, to assign its interest in the IHOP sublease to Buyer, (ii) terminating Hospitality's interest in the Lease, (iii) providing access to the Premises and reasonable cooperation during the Due Diligence Period, as defined below, and (iv) making the warranties of Hospitality stated in paragraph 10.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

## AGREEMENT

1. **Purchase and Sale.** Subject to the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Premises. The sale of the Premises is subject to taxes for the year of Closing (as defined in Paragraph 15) and all subsequent years and Permitted Exceptions (as defined in Paragraph 6). Subject to the terms and conditions contained in this Agreement, at the Closing Buyer will assume all of the obligations of Hospitality under the HIOP Lease which arise from and after the Closing.

2. **Purchase Price.** The purchase price for the Premises is  
(the "Purchase Price").

3. **Earnest Money Deposit.** Within five (5) business days after execution and delivery of this Agreement by the parties, Buyer shall deliver to the Title Company an earnest money deposit in the amount of Ten Thousand Dollars (\$10,000.00) (the "Deposit"). The Title Company shall hold the Deposit in escrow in accordance with this Agreement. If the title is not marketable, if any contingencies cannot be met, if Seller defaults hereunder, or if Buyer is otherwise entitled to a refund of the Deposit and any additional deposit(s) hereunder, then the Deposit shall be promptly refunded to Buyer. Remark shall be entitled to receive the Deposit from the Title Company in the event of a Buyer default under Paragraph 19 (Default) herein.

4. **Property Information.** Within fifteen (15) business days following the Effective Date, Seller and Lessee shall deliver to Buyer true, correct, and complete copies of the items listed below to the extent they exist and are in a Seller's possession (collectively, the "Property Information"):

- (i) Any prior title evidence, such as a title commitment or policy together with copies of all easements and restrictions affecting the Premises;
- (ii) The most recent survey of the Premises in hard copy and CAD form, if possible;
- (iii) The written results, if any, of any environmental site assessments, engineering reports, geotechnical reports, wetland studies or remediation plans, or other inspections done at or on the Premises, including testing and certification results from any on-site grading activities completed to date;
- (iv) All documentation, if any, relating to traffic mitigation and/or impact fees, mobilization fees, concurrency fees, or other similar fees;
- (v) All permits issued by governmental authorities for the Premises; and
- (vi) All documentation relating to site plans or utility plans.

The Property Information is furnished on an "as is" basis, without representation of Seller as to any matter. Buyer may not incorporate, utilize or rely on any part of the Property Information without the express written consent of the person or entity generating the report or information (such as a surveyor, environmental engineer, or other such professional).

All information obtained by Buyer or Buyer's agents from Seller or Seller's agents, employees, or contractors, or by reason of any study, inspection, test, examination, assessment of the Property, or other due diligence by Buyer or Buyer's agents, including, but not limited to, the Property Information (collectively, "Confidential Information"), shall be held strictly confidential by Buyer and Buyer's agents, subject only to mandatory disclosure pursuant to legal process, and provided, however, that Buyer shall have the right to share such Confidential Information with Buyer's directors, officers, shareholders, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers, and financial advisors who agree to respect the confidentiality of this information.

5. Survey. Within five (5) business days after the Effective Date, Buyer shall order an ALTA survey of the Property (the "Survey"). The Survey shall be prepared in accordance with Buyer's requirements. The cost of the Survey shall be paid by Buyer.

6. Title Insurance. Within five (5) business days after the Effective Date, Buyer shall order a commitment for a standard ALTA owner's policy of title insurance (the "Commitment") in the amount of the Purchase Price and insuring marketable title vested in Buyer, issued by the following title insurance company (the "Title Company"):

Transaction Title Agency of Michigan  
921 N. Division Avenue, Grand Rapids, Michigan 49503  
Attn: Kathy Lawrence  
Email Address: klawrence@transmi.com

The policy to be issued pursuant to the Commitment shall guarantee Buyer's title to be in the condition called for by this Agreement. If either the Survey or the Commitment reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, or other title matters that are not objected to in writing or waived in accordance with the provisions herein, then such matters shall be deemed "Permitted Exceptions." If either the Survey or the Commitment reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, or other title matters that are objectionable to Buyer, then Buyer, within four weeks after receipt of the Survey and Commitment (whichever is received last), may notify Seller in writing of such objections (hereinafter "Title Objections"). Seller shall have a period of ten (10) days after receipt of Buyer's written notice of Title Objections to elect in writing which Title Objections it intends to cure at or prior to Closing (the "Seller's Cure Notice"). Remark must cure liens or encumbrances evidencing monetary obligations arising through said party (the "Monetary Obligations"). If Seller elects to cure one or more Title Objections as set forth in Seller's Cure Notice, Seller shall use commercially reasonable efforts to cure the same within seven (7) days. If the Title Objection cannot be cured within the seven (7) day period, the cure period shall be extended as reasonably necessary to enable Seller to cure, provided that Seller promptly undertakes and thereafter continues to use diligent efforts to cure the Title Objections prior to Closing. If Seller elects not to cure or fails to cure one or more Title Objections (or Seller fails to deliver Seller's Cure Notice), Buyer may, as its sole remedy hereunder:

(i) Accept the uncured Title Objections, which shall then be deemed Permitted Exceptions, and require Seller to deliver title to the Premises at Closing in its existing condition subject only to the Permitted Exceptions with no reduction in the Purchase Price; or

(ii) Terminate this Agreement and require the Escrow Agent to return to Buyer the Deposit paid to date, whereupon this Agreement shall be automatically terminated and all parties released from further obligation hereunder, except for those matters that expressly survive such termination.

This election by the Buyer shall be made within 14 days of the expiration of the Seller's Cure Notice period, or, if Seller provides a Seller's Cure Notice, then upon the Seller not timely providing such cure, and in absence of an affirmative election by Buyer, the uncured Title Objection shall be deemed a Permitted Exception.

If a Seller delivers a Seller's Cure Notice and identifies a Title Objection that Seller is willing to seek to cure, but is unable to cure the Title Objection on or before Closing, then Buyer shall have all remedies available as set forth in Paragraph 19 (Default) of this Agreement.

Buyer shall have the right to update the Commitment from time to time prior to Closing. If any updated Commitment discloses exceptions affecting title since the effective date of the previous Commitment, Buyer shall have the right to have said exceptions depicted on the Survey and to object to them in accordance with the timeframes and process provided for above with the date of Buyer's receipt of the updated commitment serving as the start of Buyer's 30-day Title and Survey review period for any new exceptions.

At Closing, the Title Company shall issue to Buyer an owner's policy issued pursuant to the Commitment without standard exceptions and, as available, with extended coverage containing a "Gap" endorsement, guaranteeing the Seller's title to be in the condition required by this Agreement, a "Same Land" endorsement, a "Contiguity" endorsement, an "Access" endorsement, a "Contiguity to Street" endorsement, a "Survey" endorsement, and a "P.I.N." endorsement, and subject to the Permitted Exceptions. The cost of the title policy including, but not limited to, title examination fees and policy premiums shall be paid by Seller, provided, however, that Buyer shall pay the costs of the removing the standard exception for survey and any required title policy endorsements.

7. Due Diligence. The "Due Diligence Period" shall commence upon the Effective Date and shall expire at 11:59 p.m. on the One Hundred Eightieth (180<sup>th</sup>) day thereafter. Buyer shall use the Due Diligence Period to satisfy Buyer's standard conditions for title, survey, environmental, business feasibility, physical inspection, zoning, utilities, board approval, franchisor approval, and all governmental approvals. Buyer shall:

- (i) Satisfy all conditions except site plan approval and building permits within ninety (90) days following the commencement of the Due Diligence Period;
- (ii) Submit for the PUD amendment, land division, and site plan approval within sixty (60) days after completion of the ALTA survey.

Seller shall promptly and fully cooperate with Buyer in obtaining all governmental approvals. Buyer shall have the right to extend the Due Diligence Period for two (2) periods of thirty (30) days each for the purposes of obtaining zoning, PUD, and site plan approvals. If Buyer is unable to obtain PUD and site plan approval within the Due Diligence Period as may be extended, Buyer shall have two (2) additional thirty (30) day options to extend the Due Diligence Period upon payment of a non-refundable and non-applicable extension fee of Five Thousand Two Hundred Fifty (\$5,250) Dollars each. The Due Diligence Period shall be tolled during any period that Buyer must wait for the signature or other action required of Seller. The parties acknowledge that the planning commission and heard meetings occur on a periodic basis and prompt cooperation is essential; therefore, if any delay by Seller causes Buyer to miss a submission deadline with the municipality, then the Due Diligence Period shall be tolled for the entire period of delay caused thereby.

Buyer's obligation to purchase the Premises shall be contingent upon Buyer's satisfaction, in its sole discretion, with the following conditions during the Due Diligence Period:

- (i) Buyer's satisfaction, in its sole discretion, with all physical inspections of the Premises, which shall be conducted at Buyer's sole cost and expense;
- (ii) Buyer's satisfaction, in its sole discretion, with the Title Commitment and Survey as set forth more fully elsewhere in this Agreement;
- (iii) Buyer's satisfaction, in its sole discretion, with the feasibility and profitable operation of the Proposed Development, including but not limited to Buyer's receipt of all municipal approvals and permits; and
- (iv) Approval of Buyer's parent corporation's board of directors and approval of Wendy's International.

Buyer and its representatives and consultants shall have the right to enter the Premises to perform such tests as Buyer deems reasonably necessary, including, without limitation, soils and engineering tests, demolition and asbestos surveys and environmental tests. Buyer shall INDEMNIFY AND HOLD HARMLESS Seller, its partners, and its officers, directors, employees and agents from all claims, liability, and expense arising as a result of any activities of Buyer or its employees, agents, contractors, or representatives on the Premises in connection with such inspections, studies and tests, and Buyer shall restore any portion of the Premises disturbed by any such inspections, studies, and tests to the condition existing immediately prior to such operation. This obligation shall survive the termination of this Agreement.

Prior to conducting any invasive testing at the Premises, Buyer shall obtain, and during the period of such testing shall maintain, commercial general liability ("CGL") insurance issued on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 10 01 or another "occurrence" form providing equivalent coverage and personal injury liability coverage with limits of not less than One Million Dollars (\$1,000,000) for any one occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

**8. Failure of Due Diligence Contingencies.** If any of the contingencies and conditions in Paragraph 7 (Due Diligence) have not been met, or, in Buyer's sole discretion, will not be met during the applicable Due Diligence Period, Buyer shall have the right and option, upon written notice to Seller prior to the end of the applicable Due Diligence Period, to waive any contingency or condition and proceed to Closing, or to declare this Agreement terminated and have the Deposit, along with accrued interest, if any, returned to Buyer immediately. If Buyer timely exercises its right to declare this Agreement terminated and to receive a return of the Deposit, or if this Agreement otherwise becomes terminated, Buyer shall have no further obligation or liability under this Agreement, except as expressly provided in this Agreement. If Buyer fails to timely terminate this Agreement, the condition or contingency will be deemed waived.

**9. Conditions Precedent to Closing.** Notwithstanding anything to the contrary contained in this Agreement, in addition to the other conditions set forth in this Agreement, Buyer will have no obligation to proceed with Closing unless all of the following conditions are satisfied as of the Closing Date:

- (i) Performance by Seller and Hospitality of their respective covenants and obligations under this Agreement;
- (ii) No action, suit, or proceeding before any court or governmental authority is pending or threatened wherein an unfavorable judgment or outcome would materially prevent the carrying out of this Agreement or any of the transactions described herein;
- (iii) Seller's representations and warranties set forth in Paragraph 10 ("Seller's Warranties") of this Agreement and Hospitality's representations and warranties set forth in Paragraph 10 are true and accurate in all material respects as of the Closing Date;
- (iv) Satisfaction of Buyer's standard conditions for title and survey, business feasibility, concurrency, physical inspection, zoning, utilities, board approval, franchisor approval, and all governmental approvals (subject to Section 7(i));
- (v) All violations of law, ordinances or orders of state, county, and municipal agencies affecting the Premises at the Closing date are cured or waived by the Buyer. Seller and Hospitality shall furnish Buyer with authorization to make and/or have made searches for such violations.
- (vi) Execution of an agreement with IHOP that sets forth Buyer's responsibilities for any modifications to the IHOP Lease and costs associated therewith that are required to accomplish Buyer's Proposed Development; and
- (vii) Execution of a Declaration of Easements, Covenants and Restrictions ("ECR"): Buyer's ability to obtain IHOP's consent to an ECR for the Premises that shall, among other things, provide for the following:

- a. **Ingress and Egress:** a perpetual, non-exclusive, reciprocal easement for ingress and egress by vehicular and pedestrian traffic upon, over, and across the drives and traffic lanes now or hereafter existing from time to time, and the curb cuts and interparcel access openings as depicted on Exhibit C.
- b. **Parking:** a perpetual, non-exclusive, reciprocal easement for vehicular parking upon, over, and across those parking areas indicated as shared parking on Exhibit C.
- c. **Waste Disposal Enclosure:** a perpetual, non-exclusive easement for a waste disposal enclosure upon the area as depicted on Exhibit C.
- d. **Utilities:** a perpetual, non-exclusive easement under, through, and across the grantors' respective parcels for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, removal, and replacement of utility lines as necessary and as otherwise consistent with the approved plans for the Buyer's Intended Use.

If any of the foregoing conditions are unsatisfied as of the Closing Date, Buyer will have the right to terminate this Agreement by sending written notice of such termination to Seller in which event Buyer shall be entitled to a return of the Deposit.

**10. Seller's and Hospitality's Warranties.** Seller represents and warrants as follows:

- (i) Remark is the fee owner of the owner of the Land and has the full right, title, power, and authority to enter into this Agreement and convey title to the Land free and clear of all liens and encumbrances other than the Permitted Exceptions and the IHOP Lease at Closing;
- (ii) Seller's title to the Premises is a good, marketable and recordable title in fee simple, free and clear of all liens, encumbrances, easements, tenancies, rights, covenants, restrictions, reservations, conditions, charges, agreements, and other exceptions to title except:
  - a. The lien of real property taxes that are not due or payable on or before Effective Date;
  - b. The Permitted Exceptions;
  - c. The lien of Seller's primary lender (if applicable) which shall be discharged upon Closing;
  - d. The IHOP Lease, the sublessor's interest in which shall be assigned to Buyer at Closing and the Buyer will assume all obligations under the IHOP Lease arising at or after the Closing; and

- c. The Lease which, at Buyer's election, shall at Closing either be (i) terminated or (ii) assigned to Buyer by assignment of the lessor's and lessee's interests therein to Buyer. If the Lease is so assigned, Remark shall retain all rights to rent due from Hospitality under the Lease prior to Closing, and each of Remark and Hospitality will be fully released from any liability under the Lease except for said rent, and Buyer shall assume the obligations of the lessor and lessee under the Lease which arise at or after the Closing.
- (iii) To Seller's knowledge, no litigation or other proceeding is pending or threatened with respect to the Premises;
  - (iv) The persons executing this Agreement on behalf of each Seller has been fully authorized and empowered to bind such Seller;
  - (v) Seller has received no notice of any violations of any federal, state, county or municipal laws, ordinances, orders, regulations, or requirements affecting the Premises;
  - (vi) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code ("IRC"), i.e., the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations);
  - (vii) Seller agrees to cooperate with and to assist Buyer, at Buyer's cost, in obtaining such variances, permits, and approvals, including the signing of all documents necessary to obtain the same, as may be necessary or desired by Buyer for Buyer's Proposed Development; and
  - (viii) During the term of this Agreement, Seller shall not sell, convey, lease, mortgage, encumber, assign, or otherwise dispose of or market the Premises or any parts thereof, nor shall Seller allow title to the Premises to be adversely affected.

Hospitality represents and warrants as follows:

- (i) Hospitality is the present tenant under the Lease and has the full right, title, power, and authority to sign this Agreement and to terminate the Lease or assign the Lease and convey title to buildings and improvements free and clear of all liens and encumbrances other than the IHOP Lease and the Permitted Exceptions at Closing.
- (ii) The person executing this Agreement on behalf of Hospitality has been fully authorized and empowered to bind Hospitality;
- (iii) Hospitality has received no notice of any violations of any federal, state, county or municipal laws, ordinances, orders, regulations, or requirements affecting the Premises;

- (iv) Hospitality is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code ("IRC"), i.e., Hospitality is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations);
- (v) During the term of this Agreement, Hospitality shall not lease, mortgage, encumber, assign, or otherwise dispose of or market any interest in the Premises or any parts thereof, nor shall Hospitality, by its actions, allow title to the Premises to be adversely affected.

The representations and warranties contained in this paragraph shall be true and correct on the Closing Date and shall survive one (1) year from the Closing and continue in full force and effect notwithstanding the Closing and consummation of the transaction contemplated herein, and the obligation of the Buyer to close this transaction is expressly conditioned upon said representations and warranties.

**11. Buyer's Warranties.** Buyer represents and warrants to Sellers the truth and accuracy of each of the following:

- (i) Buyer is validly existing and in good standing under the laws of the State of Michigan, and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder;
- (ii) Buyer shall make a good faith effort to satisfy all conditions to Closing; and
- (iii) The person executing this Agreement has been fully authorized and empowered to bind Buyer.

The representations and warranties contained in this paragraph shall be true and correct on the Closing Date and shall survive one (1) year from the Closing and continue in full force and effect notwithstanding the Closing and consummation of the transaction contemplated herein, and the obligation of the Seller to close this transaction is expressly conditioned upon said representations and warranties.

**12. Intentionally Omitted.**

**13. Environmental Investigations.** Within the Due Diligence Period, Buyer shall order a Phase I Environmental Site Assessment for the Premises (the "Phase I ESA") and an asbestos or other demolition survey of the Property by an environmental consultant selected by Buyer, along with such other additional environmental reports required to confirm that the Premises is environmentally suitable for the Buyer's Proposed Development. Buyer and its designees may enter upon the Premises for the purpose of conducting such environmental investigations, provided Buyer gives Seller and/or Hospitality, as appropriate, reasonable notice (at least 48-hours) prior to any such entry. Buyer will be liable for all damage resulting from its entry onto the Premises. The cost of the Phase I ESA and other reports ordered by Buyer shall be paid by Buyer.

Notwithstanding the foregoing, Seller agrees that it will be responsible for Buyer's costs incurred during the Due Diligence Period in the event of Seller's default. The provisions of this Paragraph shall survive the termination of this Agreement.

14. Taxes and Assessments. On or before the Closing, Seller shall pay all real estate taxes and all general and special assessments that are then a lien or due and payable with respect to the Premises whether or not such assessments are payable in installments. Real Estate taxes first billed in the calendar year in which the Closing occurs shall be prorated with Seller being responsible for such taxes from January 1 of such calendar year to and including the date of Closing and Buyer being responsible for the remainder of such taxes for the calendar year. The foregoing proration of taxes shall be based upon the most recent available tax bill for the Premises.

15. Closing. Unless otherwise agreed to by the parties, this transaction shall be closed in escrow through the offices of the Title Company. Closing of the transaction contemplated hereby shall be held on a date mutually agreed upon by Buyer and Sellers, but no later than fifteen (15) days after the expiration of the Due Diligence Period ("Closing"), or in the event Closing falls on a weekend or holiday the next business day thereafter. Closing costs and escrow fees, if any, charged by the Title Company to close the transaction shall be divided equally between the Buyer and the Seller. Seller shall pay their own attorney fees and all applicable transfer taxes, deed stamps, revenue stamps, real estate brokerage commissions, one half the Title Company's Closing fee, and premium for an owner's title insurance policy and title search as referenced in Paragraph 6. Buyer shall pay its attorney fees, recording fees, Survey fees, one half the Title Company's Closing fee, survey, and the cost of any title policy endorsements as referenced in Paragraph 6. Exclusive possession of the Premises shall be given to Buyer at the Closing, subject to the [HOP] Lease, as set forth in further detail in Paragraph 17 (Possession) of this Agreement.

16. Conveyance. At Closing, Seller, and where indicated Hospitality, shall deliver or cause to be delivered to Buyer or the Title Company, as applicable, at Seller's sole cost and expense, each of the following items:

- (i) Executed Warranty Deed (in recordable form) subject only to the Permitted Exceptions, along with such other documents, instruments, certifications, and confirmations as may be reasonably required to fully effect and consummate the conveyance transaction contemplated by this Agreement;
- (ii) Execution of Assignment and Assumption of the Lease, or termination thereof, as elected by the Buyer;
- (iii) The title policy or "marked" title commitment in the form specified in Paragraph 6 (Title Insurance) of this Agreement;
- (iv) Closing Statement;
- (v) Real Estate Transfer Valuation Affidavit;

- (vi) Such evidence or documents as may be reasonably required by the Buyer or the Title Company evidencing the status and capacity of Seller or Hospitality and the authority of the person or persons who are executing the various documents on behalf of the Seller or Hospitality in connection with the sale of the Premises;
- (vii) A certification ("Certification") in a form to be provided or approved by Buyer, signed by Seller, and where indicated Hospitality, under penalties of perjury, containing the following:
  - a. Seller's U.S. Taxpayer Identification Number;
  - b. The home address of Seller (or the business address of Seller if seller is not an individual);
  - c. A statement that Seller is not a foreign person within the meaning of Section 1445 of the IRC, i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the IRC and Income Tax Regulations);
  - d. A statement that Seller is not (1) a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; (2) listed in annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the "Executive Order"); and (3) acting on behalf of any person listed in the annex to, or is otherwise subject to the provisions of the Executive Order.

In the event that Seller fails to deliver such Certification at Closing or Seller delivers such Certification, but Buyer has actual knowledge that such Certification is false or Buyer receives notice that the Certification is false from any agent of the Buyer or the Seller, Buyer shall be entitled to withhold from the Purchase Price a sum equal to ten percent (10%) of the total amount which otherwise would have been realized by Seller from such sale, which sum will be paid by the Buyer to the United States treasury pursuant to the requirements of Section 1445 of the IRC and the regulations promulgated thereunder;

- e. An affidavit of title from each of Seller and Hospitality stating that, to each of their respective knowledge (and stating any exceptions hereunder) that (1) no outstanding mechanic's lien rights exist, (2) the Premises is not subject to any unrecorded interest or encumbrances, adverse claims, possession, or occupancies, (3) the Premises is not subject to any leases oral or written except as disclosed in this Agreement, and (4) all assessments, utility charges, and taxes have been paid to the date of Closing;
- f. Closing Provisions: All adjustments shall be made based upon Seller being responsible for the Closing Date and shall be in accordance with the customs in respect to title closing recommended by Title Company;

- g. All applicable city, county, and state transfer declarations executed by Seller; and
- h. All additional documents and instruments deemed necessary, in the reasonable opinion of Buyer's counsel for the proper consummation of this transaction, subject to the reasonable approval of Seller's counsel.

At Closing, Buyer shall deliver or cause to be delivered to Seller or the Title Company, as applicable, at Buyer's sole cost and expense, each of the following items:

- (i) Closing Statement;
- (ii) The full amount of the Purchase Price shall be paid to Remark, as adjusted by provisions and credits, in immediately available funds transferred to Title Company's account with instructions to immediately release the full amount to Remark upon Closing;
- (iii) Property Transfer Affidavit; and
- (iv) All additional documents and instruments deemed necessary, in the reasonable opinion of Seller's counsel for the proper consummation of this transaction.

As of the Closing Hospitality shall be fully released from any liability under the Lease which arises at or after the closing.

17. Possession. Legal possession of the Premises shall be delivered to Buyer on the date of Closing, except as otherwise expressly provided herein.

18. Brokers. Seller represents that it has not dealt with any broker, realtor, or agent in connection with this transaction, and Buyer represents that it has not dealt with any broker, realtor, or agent in connection with this transaction, except Matt Williams of Anchor Properties (Buyer's Broker) and Dave Denton of DAR Development (Seller's Broker). Each party indemnifies and holds the other party harmless from all loss, cost, and expense (including reasonable attorney fees) arising out of a breach of the representations or undertaking set forth in this paragraph.

19. Default. Time is of the essence in this Agreement. As to a default, the following provisions shall apply:

- (i) Buyer Default: if Buyer defaults in the due observance or performance of its obligations under this Agreement, Seller may as (i) terminate this Agreement and receive the Deposit from the Title Company and (ii) retain the Deposit as Seller's full liquidated damages, or as partial damages and pursue whatever other legal or equitable remedies which may be available.

- (ii) **Seller Default:** If Seller defaults in the due observance or performance of its obligations under this Agreement, Buyer may (i) terminate this Agreement, in which event the Title Company shall return the Deposit to Buyer, (ii) seek specific performance, or (iii) pursue whatever other legal or equitable remedies which may be available.

**20. Entire Agreement, Amendments, and Waivers.** This Agreement and all exhibits thereto contain the entire agreement and understanding of the parties, supersedes all prior oral or written agreements between the parties, and may not be amended or modified except by written consent of both parties.

**21. Further Assurances.** The parties each agree to execute, acknowledge, deliver, and do all such further acts, instruments, and assurances, and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

**22. Interpretation and Choice of Law.**

- (i) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.
- (ii) The parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against a party by virtue of that party having drafted this Agreement or any portion thereof.
- (iii) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises is located.

**23. Notices.** Any notice, demand, request, or other communication which may or shall be given or served by the Seller to or on the Buyer, or by the Buyer to or on the Seller, shall be deemed to have been given or served on the date the same is sent by email or deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to the Seller:

Remark Real Estate, LLC  
2500 Bretan Woods Drive SE, #2063  
Grand Rapids, MI 49512

With a copy to:

Verspoor Waukes, P.C.

40 Pearl Street, Suite 1020  
Grand Rapids, MI 49503  
Attn: Edward Telen

If to Hospitality:

Hospitality Holdings, L.L.C.  
405 South Mission Street  
Mt. Pleasant, Michigan 48858

With a copy to:

Varnum LLP  
333 Bridge Street NW  
Grand Rapids, Michigan 49504  
Attn: Nyal Deems

If to the Buyer:

45 Ottawa Ave SW, Suite 600  
Grand Rapids, MI 49503  
Attn: Gary A. Rose  
Phone Number: (616) 776-2600  
Email Address: grose@mhgi.net

With a copy to:

45 Ottawa Ave SW, Suite 600  
Grand Rapids, MI 49503  
Attn: Robert Potts  
Phone: (616) 988-8743  
Email Address: rpotts@mhgi.net

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

Sellers and Buyer agree that electronically reproduced signatures such as by email transmission are valid for execution or amendment of this Agreement and that email is an authorized form of notice as that term is used in this Purchase Agreement.

**24. Assignment & 1031 Exchange.** Buyer shall have the right to assign its right to purchase the Premises, or any part thereof, without obtaining the consent of Seller's provided that no such assignment shall relieve Buyer of its obligations under this Agreement. Buyer may also elect to exchange fee title in the Premises for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. In order to facilitate the transaction, Buyer may retain the services of a

Qualified Intermediary within the meaning of Treas. Reg. 1.1031(k)-1(g)(4). The Qualified Intermediary will provide services to Buyer in connection with the Section 1031 transaction. Buyer expressly reserves the right to assign its rights under this Agreement to a Qualified Intermediary on or before the date of Closing. However, this assignment in no way relieves Buyer of any obligation or duties under the Agreement. Buyer shall bear any and all additional cost or expense as a result of its 1031 exchange.

25. Condemnation. In the event that, prior to Closing, any portion of the Premises shall be taken, or threatened to be taken, by governmental action through condemnation or the like, then, at the option of Buyer, this Agreement may be terminated and the Deposit immediately and fully returned to Buyer.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

27. Severability. If any provision or portion of this Agreement is determined invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

28. Confidentiality. Neither party shall disclose the terms of this Agreement to any third party except (i) legal counsel or other professional advisor(s) (provided that the disclosing party causes such advisors to keep the terms of this Agreement strictly confidential), (ii) prospective mortgagees, partners and investors and their counsel and other professionals (provided that the disclosing party causes such recipients to keep the terms of this Agreement strictly confidential) and (iii) as required by applicable law or by subpoena or other similar legal process.

29. Several Liability. Neither Seller nor Hospitality shall be responsible for the performance or breach of the other under this Agreement.

30. Indemnification.

- (i) Seller shall indemnify, defend, protect, and hold harmless Buyer from and against any and all damages, losses, liabilities, costs, or expenses whatsoever (including attorneys' fees and costs) and claims therefor (collectively, "Claims"), whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to (a) any inaccuracy in any representation or warranty made by the Seller in this Agreement, (b) the breach by the Seller of any covenant or agreement contained in this Agreement, or (c) the Seller's activities at or upon the Premises prior to Closing unless such Claims are attributable to Buyer's (or its agent's, affiliate's or employee's) negligence or misconduct. Seller's obligations hereunder shall survive the Closing for a period of one (1) year.
- (ii) Buyer shall indemnify, defend, protect, and hold harmless Seller from and against any and all damages, losses, liabilities, costs, or expenses whatsoever (including attorneys' fees and costs) and Claims therefor, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to (a) any

inaccuracy in any representation or warranty made by Buyer in this Agreement, (b) the breach by Buyer of any covenant or agreement contained in this Agreement, or (c) Buyer or Buyer's agent's inspections or activities at or upon the Premises unless such Claims are attributable to Seller's (or its agent's, affiliate's or employee's) negligence or misconduct. Buyer's obligations hereunder shall survive the Closing for a period of one (1) year, except as to item (c), which shall continue for the applicable statute of limitations.

**IN WITNESS WHEREOF**, Buyer and Seller cause this Agreement to be executed, effective as of the Execution Date.

**BUYER:**

Restaurant Holdings LLC, a Michigan  
limited liability company

Date: May 16, 2017

By: 

Gary A. Koss

Its: Manager

**SELLER:**

**Remark Real Estate, LLC,**  
a Michigan limited liability company

Date: May \_\_\_\_, 2017

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:**

**Hospitality Holdings, L.L.C.,**  
a Michigan limited liability company

Date: May \_\_\_\_, 2017

By: Brodley J. Hansen

Its: C.E.O.

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

That part of the Southwest 1/4 of Section 7, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the Southwest corner of Section 7; thence North 87 degrees 58 minutes 30 seconds East 1431.24 feet along the South line of said Southwest 1/4; thence North 1 degree 57 minutes 08 seconds West 475.0 feet along a line which is parallel with the West line of the East 1/2 of the South 80 acres of the Southwest fractional 1/4 of Section 7 to the place of beginning of this description; thence North 1 degree 57 minutes 08 seconds West 80.00 feet; thence North 87 degrees 58 minutes 30 seconds East 350.24 feet; thence South 1 degree 13 minutes 45 seconds East 80.01 feet parallel with the East line of said Southwest 1/4; thence South 87 degrees 58 minutes 30 seconds West 349.23 feet to the place of beginning.

Subject to and together with an easement for ingress and egress over the following described parcel: Commencing on the North line of 28th Street, 140.0 feet East from the West line of the East 1/2 of the South 80 acres of the Southwest fractional 1/4; thence North 88 degrees 05 minutes 30 seconds East 717.00 feet parallel with the West line of said East 1/2 of the South 80 acres of the Southwest fractional 1/4; thence Northwesterly 47.70 feet on a 66 foot radius curve to the left; thence Northerly, Easterly and Southwesterly 300.75 feet on a 66 foot radius curve to the right; thence Southwesterly 47.70 feet on a 66 foot radius curve to the left; thence South 88 degrees 05 minutes 30 seconds West 718.13 feet parallel with the West line of said East 1/2 of the South 80 acres of the Southwest fractional 1/4 to the North line of 28th Street; thence 66.0 feet along the North line of 28th Street to the place of beginning.

#### PARCEL 2:

That part of the Southwest 1/4 of Section 7, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Beginning at a point on the South line of said Section, which is North 87 degrees 58 minutes 30 seconds East 1431.24 feet from the Southwest corner of said Section 7; thence North 1 degree 57 minutes 08 seconds West 475.0 feet along a line which is 275 feet Easterly of and parallel with the West line of the East 1/2 of the South 80 acres of the Southwest fractional 1/4 of Section 7, this also being the center line of Northern Industrial Drive; thence North 87 degrees 58 minutes 30 seconds East 349.23 feet; thence South 1 degree 13 minutes 45 seconds East 475.05 feet parallel with the Easterly line of said Southwest 1/4 to a point on the South line of said Section, which is South 87 degrees 58 minutes 30 seconds West 742.0 feet from the South 1/4 corner; thence South 87 degrees 58 minutes 30 seconds West 349.24 feet along the South line of Section 7 to the place of beginning.

Subject to and together with an easement for ingress and egress over the following described parcel: Commencing on the North line of 28th Street, 140.0 feet East from the West line of the East 1/2 of the South 80 acres of the Southwest fractional 1/4; thence North 88 degrees 05 minutes 30 seconds East 717.00 feet parallel with the West line of said East 1/2 of the South 80 acres of the Southwest fractional 1/4; thence Northwesterly 47.70 feet on a 66 foot radius curve to the left; thence Northerly, Easterly and Southwesterly 300.75 feet on a 66 foot radius curve to the right; thence Southwesterly 47.70 feet on a 66 foot radius curve to the left; thence South 88 degrees 05 minutes 30 seconds West 718.13 feet parallel with the West line of said East 1/2 of the South 80 acres of the Southwest fractional 1/4 to the North line of 28th Street; thence 66.0 feet along the North line of 28th Street to the place of beginning.

**EXHIBIT B**

**Overall Property**



**EXHIBIT C**

**Proposed Development**

